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Current Topics.

Liability of Infants.

It is perhaps not so very surprising, but all the same it is somewhat disconcerting to the ordinary person, to find that on so many legal problems opinions vary so widely in different courts and countries. This is well illustrated by an instructive article in the current issue of the *American Law Review*—a periodical which has a long and honourable history and which in its newer form appears to have acquired a fresh vigour—on the subject of the liability of an infant who has misrepresented his age. If A, who is under twenty-one, but who has all the appearance of being over that age, and who fraudulently misrepresents his age, enters into an onerous contract with B, who has no reason to believe that A is in law an infant, and A subsequently repudiates liability, is he estopped from relying on the plea of infancy? In England, so far as the tribunals short of the House of Lords are concerned, the question was determined in *Leslie* v. *Shiell* [1914] 3 K.B. 607, that the infant is not liable. In Scotland, in *Wilkie* v. *Dunlop* (1834), 12 Shaw 506, it was held that if a minor holds himself out as of full age and is on reasonable grounds taken by the other contracting party to be over twenty-one he cannot escape liability on the ground of infancy. In the United States, as is shown in the article above referred to, the divergence of view on this question has been very marked. Several of the courts follow, although with some reluctance, the view taken by our Court of Appeal in *Leslie* v. *Shiell*, *supra*, but there are many others which decline to adopt this rule on the ground that it is inequitable. In a recent case in New York, where an infant brought replevin for a motor car which a garage proprietor was retaining under his lien for repairs, the court held that when a person under age represents himself to be an adult for the purpose of inducing another to enter into a contract with him and his appearance confirms that representation, "then in a suit on that contract the minor will not be permitted to set up the plea of infancy because by his fraudulent conduct he has estopped himself from so pleading, and this in a court of law as well as in a court of equity." In a Virginian case, the court, referring to the conflict of cases on the point, stated that it preferred to follow "that line which tends to discourage and prevent fraud and which is in accord with equitable doctrine." There is undoubtedly cogency in this view. Have we not been unduly doctrinarian in our attitude to infants on this question?

Treasure Trove.

An inquest was recently held at Chesterfield concerning twenty-seven silver coins, dated from 1569 to 1675. The owner of a cottage stated that it was built in 1933 on the site of an ancient building which was demolished last June when the thatched roof was burned. The occupier of the cottage stated that, while digging in his garden on the 25th March, he had found some coins—where the thatch had been burned. The Scarsdale Coroner (Dr. R. A. McCrae), in summing up, explained to the jury that they had to decide (*a*) whether the coins were intentionally hidden in the thatch, or were accidentally lost or purposely abandoned, (*b*) whether the owner was unknown, (*c*) whether the finder concealed his find. The jury found that the coins were intentionally deposited, that the owner was unknown, that the finder was the occupier (who had not concealed his find) and that the coins were treasure trove. The coroner stated that the coins were the property of the Crown, and the Treasury might award a portion of the market value to the landlord as well as to the finder. If the coins were not retained by the Crown for a museum, they might either be returned to the finder, or sold on his behalf by the British Museum. It is to be noted that, if the verdict had been that the coins were lost or abandoned, they would not have been treasure trove, and the finder would have had a good title against all but the owner. Articles not of gold or silver (e.g., diamonds, platinum or mother-of-pearl) are also not treasure trove—even if intentionally hidden.

Trustees and Conversion Schemes.

We have received a grumble from a trustee which may be worth consideration. He recently received at his office a polite letter from a solicitor, enclosing a form for him to sign, and, as the matter was urgent, to return to the messenger who brought it. The form was one of acceptance of a proposed conversion scheme of the stock of a certain borough. Our correspondent in fact held this stock as one of three trustees, his name not being the first on the register. The trustee whose name was first on the list duly received the form from the town clerk, with an explanatory memorandum or circular. The form was one of acceptance of the converted stock, at lower interest, but with a payment in cash. There was, as usual, a time limit fixed for its return, and in default of such return, the stock was to be paid off at par. The corporation therefore gave the stockholders the choice whether to retain or be paid off. The first trustee, receiving this document, conscientiously worked out the effect of conversion or payment off, pro and con, balancing the interests of the tenant for life and remaindermen, and came to the conclusion that his proper course as trustee was to sign the document. He did so, and sent it to the solicitor to the trust. Whether the mental processes of the first trustee were too lengthy, or the

corporation's option was too short, the solicitor realised that the option could only be exercised if the second trustee would sign the document at once, in order that it could be sent the same evening to the third trustee, who lived in the country. The second trustee complained to the solicitor, and has complained to us, that, his duty requiring him to vary investments at his discretion, five minutes was not sufficient time for its exercise. That appears a sound proposition, but it is somewhat difficult to work out how such a dilemma could be obviated. Any suggestion that corporation stock notices, even if confined to those regarding the exercise of options, should be sent to all joint stockholders would meet with the serried opposition not only of municipal corporations and county councils, but of railways, limited companies, other local authorities and Government officials, for, the principle once applied, the concession could hardly be denied to the holders of Government securities. Thus, to overcome such forces would probably be impossible. Yet it might be that, if a first trustee happened to be on a motoring holiday or abroad, an advantageous conversion offer would be lost by default. Again, trustees strongly object to ministerial duties, but it would certainly be the duty of a first trustee who received such papers to forward them to a co-trustee or the solicitor to the trust. As a practical matter, and if the converted stock was authorised by the trust, the trustees could hardly be attacked whichever course they took, but the need for haste precluded this one from giving his best service to his trust.

Professional Footballers and Manual Labour.

In a previous note (71 Sol. J. 814), we commented on a case in which a county court judge had awarded £600 to the widow and children of a professional football player under s. 8 (1) of the Workmen's Compensation Act, 1925, and cited *Walker* v. *Crystal Palace Football Co.* [1910] 1 K.B. 87. In that case it was held that a professional football player was a "workman" within the previous Act of 1906, and it was not necessary to decide more, for his wages were under £250. Had they been over that figure he would have had to be employed "by way of manual labour" to come within the Act. Both Cozens-Hardy, M.R., and Fletcher Moulton, L.J., however, expressed the opinion that a footballer was "employed by way of manual labour" (see pp. 92 and 93 of the report), and Farwell, L.J., apparently agreed. Now, in *Re Professional Players of Football* (*The Times*, 21st April), a reference under the National Health Insurance Act, 1924, Roche, J., has held that a football player is not a "manual labourer" within that Act, and has thus expressly disregarded and overruled the above *dicta*, which, of course, were quoted to him in argument. In doing so, he referred to the test laid down in *Re McManus* (1933), 49 T.L.R. 187, in which he held that an acrobat was not a manual labourer. He there laid down that "the test to be applied was whether the individual was exercising the work of his hands or some other power or quality," and pointed out that an acrobat of the kind considered needed both dexterity and the ability to make people laugh. By s. 89 (1) (*a*) of the Act, the question whether any employed person is within the Act is referable to the Minister of Health with an appeal (proviso (i) of the section) to a judge, whose decision shall be final. The decision of Roche, J., therefore, cannot be questioned on the point raised under the Act, but it would certainly not bind the Court of Appeal in a workman's compensation case, and possibly not a judge of first instance. Thus, if other judges prefer the united opinion of Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ., to that of Roche, J., confusion may arise which only Parliament can set right. It is open to question whether "manual labour" is a happy phrase for the discrimination between brain-work and routine or mechanical work, and probably the driver of a motor-omnibus would claim that his calling required as much brains as that of a footballer, although in *Smith* v. *Associated Omnibus Co.* [1907] 1 K.B. 916, quoted in our previous note, he was held to be a manual labourer.

The Leeds Rent War.

The action of Leeds Corporation in differentiating, as housing authority, in the rents of their properties according to the tenant's income rather than according to the amenities enjoyed, has led to trouble. Those tenants whose rents were raised, i.e., whose tenancies were determined by notice to quit, new tenancies being offered, and who have neither given up possession nor paid the new rent, have now been served with further notices to quit and told that unless these are complied with proceedings will be taken for possession and for mesne profits based on the "full economic rent." The service of second notices is open to criticism—how can one determine what no longer exists?—and whether the measure of the mesne profits will be what the council says it is is perhaps arguable. Altogether, the situation is an interesting one; perhaps more so from the point of view of local government law than of that of landlord and tenant. But some aspects of the matter were in fact dealt with in our "Landlord and Tenant Notebook" of 4th June, 1932 (76 Sol. J. 391: "Local Authorities as Landlords"). It appears that in housing cases the parties can make pretty well what bargain they please; that, for instance, the tenancies granted may, as far as the statutes are concerned, be of any term. The disgruntled tenants will probably seize upon a provision in s. 67 (2) of the 1925 Act, by which "reasonable charges" are directed to be made by the housing authority. For, fundamentally, the difference of opinion is as to what is reasonable. But whether the acceptance by any court of the tenants' interpretation would help them in law is another matter; for there is certainly no modification of the principle that a landlord may give notice to quit for reasons good, bad or indifferent; relief in the form of a mandamus or injunction designed to ensure equal rents for equally valuable premises would not revive tenancies which have expired once and for all—or, if Leeds Corporation prefers it, twice and for all.

Upholding a Decision on Different Grounds.

Order 58 of the Rules of the Supreme Court provides, *inter alia*, that "the Court of Appeal shall have power to draw inferences of fact and to give any judgment and make any order which ought to have been made and to make such further or other order as the case may require." This is a useful rule, obviously intended to render unnecessary the remittal of a case to the trial judge if the Court of Appeal has all the materials before it upon which it can make the order which in its view the judge of first instance ought to have made but did not. In the same connection is the rule of practice that the respondent to an appeal is entitled to uphold the decision of the lower court upon any ground open on the evidence; that is to say, if the trial judge has founded his decision upon one point only, finding it unnecessary to express a decided opinion on other points that may have emerged, the appellate court may, if it should think proper, dismiss the appeal on taking the view that on the point left untouched in the judgment appealed from the respondent is entitled to succeed. A few days ago the Court of Appeal, on such a case coming before it, declined to take this step on the ground that, although all the evidence was before it, still, as an appellate court, it was entitled to have the considered views of the judge of first instance upon the points left undecided, and, accordingly, while allowing the appeal on the ground decided by the judge, it remitted the case to him to consider and give his decision on the point left undecided at the trial. There is, of course, a good deal to be said for this view, but it seems to make a considerable gap in the usefulness of the rule that a respondent is entitled to support the decision from which an appeal is taken on any ground open on the evidence.

Distraint on Lodgers' Goods.

At common law all movable property situate in the demised premises could be distrained upon by a landlord for arrears of rent. Although from time to time certain exceptions to this rule were introduced in the interests of public convenience, it was not until the Lodgers' Goods Protection Act, 1871, that any measure of relief was given to lodgers as such. The scope of this enactment was extended by the Law of Distress (Amendment) Act, 1908, to under-tenants and third persons, with certain exceptions, but although the matter has thus been statutorily dealt with, several questions of importance and no little difficulty remain. We propose considering some of these in the course of this article.

1. Who is a "Lodger"?

Neither of the above-named Acts contains a definition of the term "lodger." Whether or not a particular inmate of a house is entitled to this designation is a question of fact (*Ness* v. *Stephenson* (1882), 9 Q.B.D. 245), which must be affirmatively proved by the person claiming the protection of the Acts (*Bensing* v. *Ramsay* (1898), 14 T.L.R. 345). But it would appear from *Morton* v. *Palmer* (1882), 51 L.J., Q.B. 7, that while this is so, the question should not be left in a general form to the jury. Brett, L.J., there said (at p. 9) :—

> "I think that the direction of the learned judge substantially left to the jury the construction of the statute; and this he could not do, for he was bound to undertake the difficult task of deciding this moot question of what constitutes a lodger; that is to say, he was bound to do so to the extent of telling the jury that if they took one view of the facts he should then direct them that the plaintiff was not a lodger, and that if they took another view of the facts he should then rule that the plaintiff was a lodger. I think that this was not merely a non-direction, but a non-direction which misled the jury."

The proper course, therefore, appears to be that the jury should be required to find the facts and that the judge should then rule upon whether or not the facts as so found constitute the relationship of landlord and lodger.

In the last-mentioned case it was held that, to constitute a person a "lodger" there must be evidence of a retention by the immediate landlord or his servants of "power and dominion" over the house, though it is not necessary that the immediate landlord should live or sleep there. On the other hand, a person cannot be a "lodger" unless he habitually sleeps on the premises; and in *Heawood* v. *Bone* (1884), L.R. 13, Q.B.D. 179, a person carrying on business on the first floor of premises, but residing and sleeping elsewhere, and having no key of the outer door, which was under the control of his immediate landlord, was held not a "lodger." The "lodger" may occupy a very substantial part, but apparently not the whole, of the house (*Bradley* v. *Baylis* (1881), 8 Q.B.D. 195, 210, 241). Section 9 of the 1908 Act provides that "the words 'tenant' and 'under-tenant' do not include a lodger," but in 1877 it had been decided in *Phillips* v. *Henson*, 47 L.J., C.P. 273, that the mere fact of a person being an under-tenant was not in itself sufficient to prevent his also being a "lodger" within the meaning of the 1871 Act, and the wording of the later Act does not appear to affect this decision.

It is sufficient for the purposes of the Acts if the lodger derives his title from a person who occupies the premises as a tenant-at-will or on sufferance; and it is not necessary that he should have entered directly under the "immediate tenant" for whose rent the distress is levied by the superior landlord, but it suffices if the person under whom he enters is at that time in ostensible legal possession of the premises with the consent of such tenant. Thus, in *Bensing* v. *Ramsay*, *supra*, where a person, let into possession by a tenant pending negotiations for an assignment of the lease which later proved abortive, took in a lodger, it was held that on a distress being levied for the original tenant's rent such lodger could avail himself of the provisions of the 1871 Act.

2. The Machinery of the Acts.

By the 1871 Act, if any superior landlord levied or authorised to be levied a distress on any goods of a lodger for arrears of rent due from the immediate tenant, the lodger was empowered to serve on the landlord or his bailiff a written declaration claiming the goods.

This machinery was adopted by the 1908 Act, with certain modifications to be presently noted. The declaration need not be a statutory declaration (*Rogers, Eungblut & Co.* v. *Martin* [1911] 1 K.B. 19), and no form is provided in the Act, but it must comply with the following requirements :—

(1) It must be in writing.
(2) It must be made by the lodger.
(3) It must contain :—
(i) a statement that the immediate tenant from whom the rent is due has no right of property or beneficial interest in the goods distrained or threatened to be distrained upon;
(ii) a statement that such goods are the property or in the lawful possession of the lodger;
(iii) a statement that the goods are not goods or live stock to which the 1908 Act is expressed not to apply;
(iv) a statement of the amount of rent (if any) then due from the declarant-lodger to his immediate landlord, and the times at which future instalments of rent will become due and the amounts thereof; together with an undertaking to pay to the superior landlord any rent so due or to become due to his immediate landlord until the arrears of rent in respect of which the distress was levied or authorised to be levied have been paid off.
(4) To the declaration must be attached "a correct inventory, subscribed by the . . . lodger . . . of the furniture, goods and chattels referred to in the declaration."

In *Godlonton* v. *Fulham and Hampstead Property Co.* [1905] 1 K.B. 431, where a declaration was signed but the accompanying inventory (though written on the same piece of paper) was unsigned, it was held sufficiently "subscribed" for the purposes of the Act. A new declaration is necessary every time a new distress is levied (*Thwaites* v. *Wilding* (1883), 12 Q.B.D. 4), but where the goods belong to a partnership it will suffice if the declaration is signed by one partner with the authority of the others (*Rogers, Eungblut & Co.* v. *Martin*, *supra*). The penalty imposed by s. 1 of the 1908 Act for a false declaration was repealed by the Perjury Act, 1911, s. 5 (*b*) of which, however, enacts that the declarant "shall be guilty of a misdemeanour" punishable by imprisonment and a fine.

If, despite the due service of such a declaration and inventory, and after the amount of the rent (if any) then due has been paid or tendered in accordance with the "undertaking" contained in the declaration, the superior landlord or his bailiff distrains on the goods of the lodger, he is guilty of an illegal distress (s. 2, 1908 Act). Apart from bringing an action at law against the superior landlord and/or his bailiff for damages (*Lowe* v. *Dorling* [1906] 2 K.B. 772), the lodger may apply to a justice of the peace for an order for the restoration of his goods, which application is heard before a stipendiary magistrate or two justices, who must enquire into the truth of the declaration and inventory and make such order for the recovery of the goods "or otherwise" as may seem just; the magistrate may not, however, award damages (*Lowe* v. *Dorling* [1905] 2 K.B. 501). The operation of this machinery is illustrated by the case of *R.* v. *Phillips and Toba* (1933), 97 J.P. 345, tried before Mr. Barrington Ward, K.C., at Thames Police Court. There a landlord and bailiff were called upon to show cause why they should not deliver up certain goods alleged to be the property of a firm (M. Ltd.) who had delivered

a declaration under s. 1 of the 1908 Act. The "declaration" took the form of a letter in the following words:—

"Dear Sirs,—This is to notify you that all the goods seized by you under a distress for rent due from Mr. B.K. are our property and that Mr. B.K. has no right of property or beneficial interest in the goods. Please return these goods immediately otherwise we shall institute legal proceedings.—Yours truly, M. Ltd."

A preliminary objection was taken by counsel for the defence that this letter was not a proper declaration within the meaning of the Act for two reasons: (1) that the Act required a "correct inventory" of the goods to be annexed to the declaration, and a mere reference to "all the goods seized" was not an inventory at all; (2) that the Act required the declarant to state specifically that the goods claimed "are not goods or live stock to which this Act is expressed not to apply," and the letter contained no such statement. The learned magistrate accepted both these contentions, and said that inasmuch as there was neither an "inventory" nor a "declaration" in the sense required by the statute, the proceedings were not properly instituted and the summonses must be dismissed.

No time is specified within which the declaration must be served, but this should obviously be done as soon as possible. It has been said that service must be effected *before* the expiry of the time limited for replevy, and in *Sharp* v. *Fowle* (1884), 12 Q.B.D. 385, where a landlord sold the goods distrained before the expiry of the time allowed for replevy, the lodger was held to have a right of action even although his declaration had not been served upon the landlord until after the sale. The effect of service of a declaration *after* the expiry of the time allowed for replevy but *before* the actual sale has not, apparently, been the subject of any judicial decision, but the wording of s. 2 of the 1908 Act is perfectly general—

"If any superior landlord . . . shall, after being served with the before-mentioned declaration and inventory, . . . levy *or proceed with* a distress . . . (he) shall be deemed guilty of an illegal distress"—

and it is submitted that service of a declaration at *any* time before the distress has actually been sold will avail to protect the lodger's rights.

3.—Differences between the two Statutes.

In "Redman's Landlord and Tenant," 8th ed., p. 492, it is stated that, "The (1871) Act has been repealed by the Law of Distress Amendment Act, 1908, . . . presumably . . . in any case arising after July 1, 1909, as the new Act covers the whole ground of the former Act." This statement is demonstrably inaccurate. The 1908 Act provides by s. 8 that, "The Lodgers Goods Protection Act, 1871, shall, wherever and so far as this Act applies, be repealed as from the commencement of this Act." This proviso is important, for by s. 4 of the later Act no less than ten different classes of goods were excepted from its provisions, and of these ten classes eight are inclusive of lodgers. In other words, there are, for our present purposes, eight classes of goods to which the 1908 Act does not apply, and, it is submitted, to these the 1871 Act, which extended to all goods of a lodger, continues to apply.

For this reason the provisions of the 1871 Act are still of importance, and the position may be summarised by saying that with regard to all lodgers' goods falling outside the scope of the 1908 Act, it will suffice if the declaration by the lodger complies with the following requirements:—

1. It must be in writing.
2. It must be made by the lodger.
3. It must contain—

(1) a statement that the immediate tenant has no right of property or beneficial interest in the goods;

(2) a statement that such goods are the property or in the lawful possession of the lodger;

(3) a statement of the rent (if any) then due from the declarant-lodger to his immediate landlord.

4. To the declaration must be attached an inventory subscribed by the lodger.

Unlike cases under the 1908 Act, the declaration need not contain the following: a statement that the goods for which protection is claimed are not goods or live stock to which the Act is expressed not to apply, as the 1871 Act applies to goods generally; nor an undertaking by the lodger to pay to the superior landlord any rent due from him to his immediate landlord, though in point of fact such payment must be made; nor, if no rent is due from the lodger, a statement that such is the case (*Ex parte Harris* (1885), 16 Q.B.D. 130); nor that the declarant is a lodger.

4. Remedy of the Landlord.

Provided no such declaration be made and served as provided by the Acts, the landlord's right of distraining and selling the distress extends to the goods of lodgers. But he is not rendered powerless on receiving such a declaration from a lodger of his tenant. His remedy is, in turn, to serve upon the lodger "a notice . . . stating the amount of the arrears of rent, and requiring all future payments of rent, whether the same has already accrued due or not, by such . . . lodger to be made direct to the superior landlord giving such notice until such rent shall have been duly paid, and such notice shall operate to transfer to the superior landlord the right to recover, receive and give a transfer for such rent." By virtue of s. 6 the "notice" may be served upon the lodger by registered post, but this is in no sense a legal *requirement*, and personal service has been held good (*Jarvis* v. *Hemmings* [1912] 1 Ch. 462).

Any sums paid by the lodger to the superior landlord pursuant to such notice are to be deducted from rent accruing to the immediate landlord of the lodger (s. 6). But if, despite the fact that the superior landlord has served a "notice" under s. 6, the lodger fails to pay his rent at the proper time to such landlord, the latter may distrain direct on the lodger's goods; but in this case, be it noted, the right of distress will be limited *not* by the arrears of rent due from the immediate tenant, but by the amount of the arrears due from the lodger to the superior landlord in virtue of the "notice" under s. 6. Apart from this statutory provision, there is, of course, no power in a superior landlord to distrain upon a lodger in respect of rent due from the latter to his immediate landlord, there being no demise from the superior landlord to the lodger. And, although not strictly relevant, we may here profitably note that a tenant who lets to an undertenant cannot, after his own term has expired, distrain on the goods of the undertenant if the latter refuses to acknowledge him, although the undertenant retains possession (*Burne* v. *Richardson* (1813), 4 Taunt. 730).

Analogous to the landlord's right of serving a notice under s. 6 upon the lodger is the provision in s. 15 of the Rating and Valuation Act, 1925, whereby lodgers can be called upon by a rating authority in certain cases to pay arrears of rates due from the occupier of the premises. In such circumstances the rating authority may serve upon "any person paying rent in respect of that hereditament or any part thereof . . . a notice stating the amount of such arrears of rates and requiring all future payments of rent (whether the same have already accrued due or not) by the person paying the rent to be made direct to the rating authority . . . *Provided that the right of the rating authority to recover, receive, and give a discharge for any rent as aforesaid shall be postponed to any right in respect of that rent which may at any time be vested in a superior landlord by virtue of a notice under Section 6 of the Law of Distress Amendment Act*, 1908." The expression "rent" in this section expressly includes a payment made by a lodger (s. 15, sub-s. (3)).

The Report of H.M. Land Registry.

In his Report on the work of H.M. Land Registry for the financial year 1933-34 the Chief Land Registrar (Sir John Stewart-Wallace) discloses the remarkable fact that registrations from non-compulsory areas are now practically equal in number to those from the compulsory areas and are growing so fast that in a year or two they will exceed the number of compulsory registrations. In the London compulsory area there was an increase of 9,291 cases; from the non-compulsory area came an increase of 23,166. Whether this is an argument for or against compulsory registration, we leave our readers to judge. The only comment one is called upon to make is that the growth of voluntary registrations is a testimonial to the efficiency and popularity of the Land Registry.

The Chief Land Registrar points out with much force that the increase of voluntary registration entails more work than the increase of compulsory registrations. The maps of the non-compulsory area are not up to date, large numbers of voluntary applications are made because the title is complex or difficult, and generally the examination of voluntary titles is more difficult and expensive.

The feature of 1933 was an unlooked for and unprecedented increase in the number of cases dealt with. Every year since 1921 there has been an increase (usually of about 6,000 cases) over the previous year. In 1933 the increases sprang up by over 33,000 cases. The Land Registry is therefore handling more than three times the work it handled in 1921 and more than double what it was handling when the new Real Property legislation of 1925 was introduced. This surprising increase of 33,000 cases came at a time when H.M. Land Registry was adjusting its staff to a decreasing volume of work (made possible by internal arrangement of duties and the cutting out of unnecessary detail labour). By dint of ingenuity and further re-organisation the influx of work was successfully coped with—although, naturally enough, the average time for completion of a case went up. On an average, however, the delay did not exceed twenty-four hours for dealings, and the average time did not exceed that taken in 1929-30.

Except for the slight check in speed, the extent and general efficiency of the service has been maintained. All applications for first registration (in both compulsory and non-compulsory areas) have been examined for absolute or good leasehold title. Ninety-nine per cent. of London and Hastings cases, 100 per cent. of Eastbourne cases, and 96 per cent. of cases from non-compulsory areas were registered with absolute or good leasehold titles. The fuller entries as to subsidiary rights and restrictive covenants on the register designed to obviate the need of perusing any deeds in addition to the register have been continued. The registers already in existence have been simplified by clearing them of all exhausted entries in 26,497 cases. Sales in building estates have been facilitated by issuing separate land certificates without additional fee for suitable blocks of property for development, and, where desired, the Land Registry continued to issue separate land certificates for each fenced plot. This is a boon which estate development companies welcome very much, as it enables sales to be carried out very simply, cheaply and expeditiously.

Notwithstanding the rush of work, H.M. Land Registry found time to effect the conversion of over 5,000 cases from possessory to absolute or good leasehold, on the motion of the department. And, although the fees have within recent years been lowered there was a surplus of income over expenditure of £83,000 in the working of the department.

The number of first registrations for 1933 were—London, 4,841; Eastbourne, 390; Hastings, 478; non-compulsory areas, 3,035. This was an increase over the previous year of —London, 194; Eastbourne, 48; non-compulsory areas, 626; and a decrease in Hastings of 58.

The number of dealings for 1933 was as follows:—London, 88,461; Eastbourne, 1,598; Hastings, 2,342; non-compulsory areas, 83,611; an increase over the previous year of —London, 9,097; Eastbourne, 177; Hastings, 420; and non-compulsory areas, 22,540. The total transactions for the year were therefore—184,756; an increase over the previous year of 33,044 cases. London had a total of 93,302 cases (an increase for the year of 9,291 cases; Eastbourne, 1,988 (an increase of 225 cases); Hastings, 2,820 (an increase of 372 cases); and non-compulsory areas, 86,646 (an increase of no less than 23,166 cases).

It is interesting to note that the number of clerical errors out of this vast volume of work still remains negligible. Out of the 184,756 transactions handled during 1933, only 1,113 instances of error due to the fault of the department were brought to light—representing a margin of error of 0.60 per cent.

There are now over 551,000 separate titles on the register, representing a total estimated value of £444,000,000. With these there have been over 1,780,000 dealings.

The Chief Land Registrar is responsible for the Land Charges and Middlesex Deeds Departments. With regard to the former, he reports that there were during 1933 137,028 registrations, and 704,593 official searches. Out of these 704,593 official searches only fourteen substantive errors were found—a wonderful tribute to the efficiency of the department. Complaints as to difficulties in practice continue to reach the Chief Land Registrar, who points out that such difficulties arise from the inherently unsatisfactory nature of the name registers prescribed by the Act.

Middlesex Deeds registrations increased by 7,654 to a total of 59,297 registrations for the year, largely due to the recent development of land in rural Middlesex.

A minor department under the Chief Land Registrar is the Agricultural Credits Department. During 1933 590 cases were registered in this department and 453 cancellations and rectifications were made.

Having regard to the difficult year through which H.M. Land Registry has passed, it is remarkable how successfully the department has met with and overcome its difficulties. The Report, which closes with a well-merited word of praise for the staff of H.M. Land Registry, shows how efficiently and successfully a Government department can be run and is a further tribute to the continued ability and organising genius of the present Chief Land Registrar.

Company Law and Practice.

Forfeiture of Shares.

After our examination last week of the general principles of the law relating to calls on shares, it is almost inevitable that we should this week devote our attention to one of the chief penalties which a company has power to inflict upon a shareholder who does not pay the call when made. The majority of articles provide that a shareholder who fails to respond to the call (if I may thus put it) may be made to forfeit his shares. This rather peculiar right in the company is one which is worthy of our attention in some little detail, as the cases upon the subject have resulted in the precipitation of certain well-defined principles, which those who have to advise upon a forfeiture point should have quite clearly in their minds.

It is as well to differentiate at the outset between the power of forfeiture and surrender, the perfect validity of the former being established beyond doubt, while it is fairly certain that a surrender of shares must (except in such circumstances as to justify a forfeiture) be invalid. In any event a surrender for which the company gives any consideration is invalid, including a surrender of partly-paid shares which are not liable to forfeiture, as this amounts to a release of uncalled

liability: *Bellerby* v. *Rowland & Marwood's S.S. Co.* [1902] 2 Ch. 14. If the company releases the shareholder from further liability in respect of his shares, this is really equivalent to a purchase of shares by the company, and is null and void. Whether or not it makes any difference to the validity or non-validity of the surrender that the shares are fully paid, is unfortunately a question of some doubt. In *Bellerby* v. *Rowland*, *supra*, both Collins, M.R., and Cozens-Hardy, L.J., expressed the view that every surrender of shares, whether fully paid up or not, involves a reduction of capital, which is unlawful except when sanctioned by the court; that forfeiture is the statutory exception, and is the only exception; and that a surrender in circumstances which would justify a forfeiture, is really equivalent to a forfeiture. However, in *Rowell* v. *John Rowell Ltd.* [1912] 2 Ch. 609, where the holders of 6 per cent. fully-paid preference shares surrendered them to the company in exchange for fully paid 5 per cent. preference shares, Warrington, J., held the new shares issued in exchange were fully paid up, notwithstanding the *dicta* in *Bellerby* v. *Rowland*. Warrington, J., based his decision upon the fact that in the particular case the surrender of the fully paid 6 per cent. preference shares did not involve the release of any liability, and therefore could not be said to amount to a reduction of capital. He distinguished *Bellerby* v. *Rowland* on the grounds that that case did involve a release of liability, and was, therefore, a purchase by the company of its own shares or a reduction of capital.

As I have already said, the power of forfeiting shares for non-payment of calls is a very usual provision, and is to be found in many sets of articles. The power has received statutory recognition (see s. 108 (3) (1) of the Act of 1929), and the provisions in cls. 23 to 27 of Table A deal with the exercise of the power. If a shareholder fails to pay the call upon the day appointed for payment, the directors may serve a notice upon him requiring payment, and the notice will name a further day on or before which the call must be paid, and saying that in the event of non-payment the shares will be forfeited. If the notice is not complied with, the directors may, by resolution, declare that the shares have been forfeited. Those are in short effect the provisions of Table A, and they embody the usual procedure. It should be remembered that the power of forfeiture is only available in respect of unpaid calls, and that a power purporting to authorise the directors to forfeit shares as a result of unpaid debts (other than calls) due from a shareholder to the company is invalid. And, furthermore, the power of forfeiture is not one which is inherent in the company, and it can only therefore be exercised if the articles expressly allow it, and only in the manner provided for by the articles. The power is construed very strictly, involving as it does the forfeiture of all the shareholder's rights *qua* shareholder, and it has been held that a slight inaccuracy in enforcing the forfeiture will be as fatal to its validity as the greatest: *Clarke* v. *Hart*, 6 H.L.C. 1, 633. If there is no difficulty in persuading the shareholder that a forfeiture has in fact incurred, he may be validly induced to surrender his shares, without going through the formalities which the articles may make strictly necessary in the case of a forfeiture. The power must be exercised for the benefit of the company for a cause intended by the articles, and not for some ulterior motive, or because there is a collusive agreement between the directors and the shareholder to relieve the shareholder from liability. Strict justice must be shown to the shareholder, and if he can show that the exercise of the power was invalid, or was in the circumstances oppressive, the forfeiture will be restrained by injunction. The power of forfeiture which is given to the directors must naturally be exercised for the purpose for which it was intended, and it was held in one case that, although the shareholder had no knowledge that the power had been used against him improperly, when he came later to claim the benefit of it, the transaction became thereupon collusive and was invalid: *Manisty's Case* (17 SOL. J. 745).

The chief source of the principles which have now been formulated on the subject of forfeiture is the litigation which resulted from the liquidation of the *Agriculturists' Cattle Insurance Company*, such as the case of *Spackman* v. *Evans*, H.L. 171, L.R. 3. That case is authority for the proposition (*inter alia*) that if the forfeiture is invalid *ab initio*, no lapse of time can make it good; so that if a company turns out to be a prosperous concern, a shareholder who had his shares invalidly forfeited many years before can apply to have his name restored to the register. And this is so (on the same authority) where shareholders, who had received balance sheets over a considerable length of time showing that certain shares had been cancelled, had never questioned the cancellations. Had they been aware that the shares had been irregularly forfeited by the illegal act of the directors, they might have been precluded from setting aside the forfeiture. Because, in *Brotherhoods' Case*, 31 B. 365, where a forfeiture, which was *ultra vires* the directors and invalid, had been acquiesced in by all the shareholders, and the arrangement had been left unimpeached for a great number of years, the forfeiture was held to have been rendered unimpeachable by the acquiescence. Although it is not enough, in cases where acquiescence of the shareholders is relied on, to show merely that there was sufficient notice to arouse suspicion, it is not necessary to show that each individual shareholder acquiesced, so long as the court is satisfied that there was full opportunity and means to acquire the knowledge open to all, and that all who chose to enquire had the requisite knowledge. Lord Cairns, in *Evans* v. *Smallcombe*, 3 H.L. 256, defined acquiescence as "being content not to oppose those acts which they knew were every day being done." It is quite clear from the decision in that case that it is the acquiescence which may prevent the invalid forfeiture being set aside, and not the lapse of time, although lapse of time may be material in determining whether or not there has been acquiescence.

We have noticed that the power of forfeiture is a special power, and cannot be used for purposes other than that for which it is intended to operate. So a power in the articles to compromise cannot be employed to enlarge a power of forfeiture. That is to say, directors cannot, under a power to compromise, agree to a compromise one term of which involves the forfeiture of shares, where the power of forfeiture could not be validly exercised: see *Spackman* v. *Evans*, at pp. 231–2. The position may be different where the court is satisfied that the compromise is *bonâ fide*, and does not effect any ulterior or collateral purpose, and further is not manifestly *ultra vires*.

A Conveyancer's Diary.

Easements of Rights of Way.

IN the *Weekly Notes* for last week there is a report of an appeal from the decision of Farwell, J., in *Todrick* v. *Western National Omnibus Company Ltd.*, reported in the court below in [1934] 1 Ch. 190.

That was a very interesting case and involved a point of some importance upon the law relating to easements. I commented upon the case on the 18th November, 1933. There were two serious questions in issue. The one (and, I think, the more important) was whether, in order successfully to claim a right of way as appurtenant to land, it was necessary to show that the way must lead directly on to the land and the other was one as to excessive user, which must always be one of fact.

The actual facts in *Todrick* v. *Western National Omnibus Company Ltd.* were not easy to follow without a plan. The plaintiff was the owner of a house and of land adjoining it. Included in the land so owned, to the south of the house there was a roadway over which the defendants claimed to have a right of way. The roadway seems to have been a short one (about 40 yards in length), and to have led at the western end

out of a highway where it was crossed by a gateway. The roadway was somewhat wider than the gateway. At the time that the plaintiff acquired his property the roadway had not been made up for the last five or six yards, but terminated about 35 yards from the gateway and was used almost exclusively by the plaintiff himself and his wife for the purpose of getting to two garages belonging to the plaintiff and situated on the north side of the roadway at or near the eastern end as then made up. The garages being considerably below the level of the roadway, there was a sharp slope down from the roadway to them. The garages were used by the plaintiff and his wife to garage their own cars, and at some time or another a portion of the ground immediately adjoining the roadway was concreted and had been used by the plaintiff for the purpose of washing motor cars.

Beyond the most easterly garage there would appear to be sufficient level ground to erect another garage if the plaintiff so desired.

When the plaintiff bought the property the roadway did not extend beyond, or very little beyond the eastern end of the most easterly garage; and beyond that, for a space of some 5 yards there was no roadway; the ground was extremely rocky, and it was bounded at the eastern end by a stone wall. Running parallel with the roadway on the northern side there seems to have been another wall which was built from the western end parallel with the roadway nearly up to the first garage. The road has never been made up, and is more or less what might be called a country road, but quite capable of use for taking a car along it.

I am afraid that this is somewhat complicated and difficult to grasp without a plan which the report does not provide.

The property when the plaintiff bought it appeared from the title deeds to be subject to a right in the owner of the land to the south-east of the roadway to use the roadway for all purposes, and there was a right to the road or way in a manner shown upon a plan said to be attached to a conveyance in which the right was reserved.

The extension contemplated by the deed which originally reserved the right was not, however, made, but by another deed it was agreed that the projected extension of the roadway would not lead directly to the land in respect or for the benefit of which the way was reserved, but to other adjacent land, through which, doubtless, a way could be made to the first-mentioned land.

The main, and for my purpose the only important, point to be considered was whether it is essential that a right of way appurtenant should lead directly to the land in respect of which it was claimed. Farwell, J., dealing with this point, said: "First of all, an easement must be appurtenant to some definite land or property, and secondly, it must be intended to be used and enjoyed in connection with the land to which it is appurtenant. The first of those two propositions cannot be disputed; it is well established that it is not possible to create an easement in gross; no such right or interest is known to our law, and any attempt to create any easement in gross can at most give no more than a personal licence to the grantee, which will not pass with the land as appurtenant to it on a conveyance. The second of these propositions is also not disputed, but it is said on behalf of the defendants that it does not follow from it in the case of a right of way that the way must lead directly on to the land to which it is appurtenant."

It is in regard to the second of these propositions and the contentions of the defendant in regard to it that I am concerned.

Farwell, J., proceeded to deal with the authorities touching that. His lordship referred to *Ackroyd* v. *Smith* (1850), 10 C.B. 164; *Thorpe* v. *Brumfitt* (1871), 8 Ch. 650, and said, stating the contention used on behalf of the defendants: "It is said that there may be a right of way to and from a point not on the dominant tenement with an intervening space between that point and the dominant tenement, but from which intervening space it is possible to gain access to the dominant tenement. It matters not, so it is said, that the only access to the dominant tenement from the servient tenement is over land other than that which comprises the dominant tenement. If this were right, it would seem to follow that a right of way from A to B which did not afford access to the dominant tenement at all would yet be a good easement if it could be shown that by using the right of way some benefit accrued to the dominant tenement." Then the learned judge expressed the view that even if *Ackroyd* v. *Smith* was not a definite authority against that view, *Thorpe* v. *Brumfitt* was. On that ground his lordship decided against the defendants, that is, against the existence of the right of way.

Now the Court of Appeal has reversed the decision on that point, (1934) W.N. 89. The report is a short one, but states that it was held that "it was only necessary that a right of way should be beneficial in respect of the ownership of the land to which it was purported to be made appurtenant and there need be no physical contiguity between the way and the dominant tenement." A full report will no doubt state the reasons for this judgment. In the meantime, it is permissible to conjecture how far this statement of the law is to be carried. I can imagine that it may lead to somewhat curious results.

I am not concerned here with the second point on which the judgment in the court below was affirmed. That turned upon an alleged excessive user of the right of way and was mainly one of fact. It was nevertheless very interesting.

Landlord and Tenant Notebook.

Maintenance of Lakes.

THE recent news that property about to be sold included Buttermere and two other lakes created a little stir in the Press. This, no doubt, accords with the principle that when a dog bites a man, it's not news but the converse is news; for we are not accustomed to associating freehold with water. But water may be of value not only as a beverage, but also as an enhancement of natural amenities; and in one case, that of *Horlick* v. *Scully* [1927] 2 Ch. 150, a dispute arose between landlord and tenant as to the maintenance in condition of three lakes which, as the parties agreed, were part of the "pleasure grounds" of the premises, a country house in Gloucestershire. And the case is worth discussing, because it is in some ways of interest not only to lessors and lessees of ornamental waters; the canons of construction, and the remedies available for breach of covenant, came under review.

The property was held by the tenant under a lease for thirteen and a half years, granted in 1925. The landlord covenanted to do structural repairs, roof and exterior being named. The tenant entered into several covenants for maintaining the property, all except the one sued on being qualified in some way. The covenant sued on, as reproduced by the reporter in the statement of facts, was "to at all times during the term as to the hereditaments . . . maintain, keep and leave all pleasure grounds . . . in good and proper order and condition." (The infinitives seem to have suffered more damage than the lakes; from the judgment it appears that no such violation occurred in the original document.) The landlord contended that this covenant obliged the tenant not only to remove weeds from the lakes (which she admitted) but also to clear away mud and silt deposited in them.

The claim was for a declaration of liability and a mandatory injunction or damages.

The evidence showed that deposited mud and silt had reduced the depth of the lakes to less than two feet in part of one, to eight inches in part of another, and that the cost of removing mud would be 4s. 6d. per cubic yard.

Eve, J., found that the lakes were not in "good order and condition," rejected the argument that the necessary repairs were structural, and awarded damages on the basis that the tenant must pay for removing sufficient mud to make the depth 2 feet 6 inches.

It is, of course, obvious that this finding and judgment could not be based on evidence provided by the lease alone. For this reason the case is a useful illustration of the relevance of circumstances showing what the parties knew when the covenant was made and what they therefore contemplated.

The circumstances so proved and considered were diverse, and it is not easy to arrange them in order of importance. The nature of the subject-matter of covenant and dispute should perhaps come first. To establish this, photographs were produced which satisfied the learned judge that the lakes were certainly part of the amenities of the property.

This, of course, would hardly warrant a decision that they would have to be kept 2 feet 6 inches deep in order to comply with the covenant to keep pleasure grounds in good order and condition. So evidence was heard that the lakes had for many years been used for boating and fishing, and that their excellent fishing which they provided was well known in the district; and their value for both purposes was diminished with their liquid contents.

If that had been all, it is possible that the plaintiff would not have succeeded; for common local knowledge is not necessarily shared by the grantee of a lease; and the instrument said nothing about boating or fishing.

But it appeared that the defendant had occupied the place for some years before 1915 and was well acquainted with its use, reputation, and well aware of the need for cleansing (the lakes were part of a river) in order to preserve the fishing. Indeed, in his judgment Eve, J., mentioned what would at first sight appear to be a fact very remotely connected with the construction of a lease; namely that one of the tenant's two sons (she was a widow) was a keen fisherman. (The son in question gave evidence, but his lordship refrained from the comment one might have expected.) One would have liked to have heard a little more about remedies, seeing that the term had still a few years to run, I do not know why the measure of cost of repair, rather than diminution in value of reversion, was applied. As to the claim for a mandatory injunction, the difficulties (considered as largely due to prejudice) were discussed in the "Notebook" of 4th November last (77 Sol. J. 775).

Our County Court Letter.

HEART DISEASE AND WORKMEN'S COMPENSATION.

In *Rudge* v. *Palmer* recently heard at Hereford County Court, an award was claimed of £1 3s. 9d. a week from the 22nd November, 1931, by reason of total incapacity. The applicant's case was that (1) on the above date, he was helping to unload iron girders, one of which fell across him, fracturing both legs, (2) compensation at the above rate was paid until the 4th April, 1933, when it was terminated, (3) he had since failed to find light work, but would have obtained a situation—if he had not had the accident. The medical evidence for the applicant was that he was finished as a workman (being now only fit for light work) and—although his heart was weak—this condition had been aggravated by the accident. The respondents' medical evidence was that (*a*) the heart condition was due to a constitutional cause, and could not have been aggravated by injuries to the legs, (*b*) the applicant was fit for light labouring work, and there was no incapacity for work within the meaning of the Act. His Honour Judge Roope Reeve, K.C., held that the applicant was partially incapacitated, and an award was made of 10s. a week from the 4th April, 1933, with costs.

OVERTIME IN MINES.

In the recent case of *Hadley* v. *Granville Colliery Co. Ltd.*, at Burton County Court, the claim was for £4 16s. 10d. (two weeks' wages) as damages for wrongful dismissal. The plaintiff's case was that (1) while filling tubs as an overlooker, he was asked to work overtime, but—on account of the number of unemployed miners—he refused, (2) he was then told that he need not come again, although he had merely been engaged at the rate of 8s. 5d. per 7½-hour shift—overtime not having been mentioned, (3) in any event it was illegal to work over the statutory 7½ hours. The submission for the defence was that there was no case to answer, as (*a*) the contract had been terminated by mutual consent, (*b*) if there had been a breach of any Act, the defendants would pay the penalty, but the question of overtime was for the management (and not the plaintiff) to decide. This submission having been overruled, the evidence for the defence was that (1) a bad roof had caused hindrances, and (as the work was close to a fault) overtime was necessary, (2) the unemployed could not have dealt with such an emergency. His Honour Judge Longson observed that the plaintiff, in refusing to work beyond the statutory period for his shift, was not guilty of such misconduct as would disentitle him to wages in lieu of notice. Judgment was therefore given for the plaintiff, with costs on Scale A, leave to appeal being given. It transpired that the Minister of Mines had been questioned (in the House of Commons) with regard to the above case, which the defendants contended had merely been brought for political purposes.

LIABILITY FOR FAILURE OF WATER SUPPLY.

The effects of drought were recently considered at Matlock County Court in *Taylor* v. *Robinson*, in which the claim was for the valuation and six months' rent (which was admitted), but there was a counter-claim for damages for breach of contract. The defendant's case was that (1) he had become tenant of forty-seven acres of land (on the top of a mountain) which was let as a dairy farm; (2) the water supply failed last summer, and water had to be carted (three times a day) from the village of Bonsall, so that the defendant had little time for farming; (3) although water was eventually provided, the milk had to be given to the pigs (as waste) for nine months; (4) the farm was crossed (without payment to the defendant) by lorries going to and from a lead mine. The plaintiff's case was that (*a*) there was no mention of the land being a dairy farm, when let to the defendant; (*b*) there were three meres on the land, but the plaintiff nevertheless spent £35 on a water supply, during the drought; (*c*) there was no arrangement to pay wayleaves to the defendant, on the re-opening of the mine. His Honour Judge Longson gave judgment for the plaintiff for £26 1s. 8d. (with costs to the 24th February, 1934), and for the defendant for £83 8s. 9d. and costs.

Land and Estate Topics.

By J. A. MORAN.

The Budget had no effect on the market for real property. Before the Chancellor took us into his confidence, and after, everything went on as usual—plenty of small investments, but hardly enough to satisfy a keen demand for investment purposes. Freehold ground rents, shops, and pre-War houses that have been made to comply with modern conditions, are in demand, but a gradual decline in the number of building sites on offer is an indication of the pretty general feeling that the present supply of houses, excepting those that can be let at rents cheap enough to suit the wages of the lower-grade working man, is quite sufficient to meet the demand. Only a few years ago, the announcement that a house was to be let excited general attention, but nowadays it is not at all unusual to find a few residences in any

thoroughfare of consequence that are not available for occupation at a fair annual rent.

Tens of thousands of six-roomed cottages—many of them hideous—have been erected in recent years by local authorities in rural areas. It is often difficult to let these at an economic rent to those who really need them. The result is they are frequently tenanted by a class of worker who is employed in a neighbouring town to the exclusion of the genuine villager. For single persons, the aged or the infirm, a six-roomed house is not required, nor is a rental of 7s. to 10s. a week a feasible proposition. There is a very real demand for smaller houses at a moderate weekly rental, and this, no doubt, inspired the erection of what is known as the rural cottage "flat." There are four separate homes in each cottage, each being in the nature of a self-contained "flat." The two on the ground floor are entered from each side of what appears to be an ordinary detached country cottage, and the upper "flats," from the other side, the staircase leading to the latter being approached by a small entrance porch so arranged that the wind from the open door does not blow straight up the staircase. Each separate "flat" provides a living room with a cooking grate, a bedroom, with fireplace, and a scullery, with bath, gas, cooker, sink and copper. The total cost of building such a house should not exceed £700, and, in most districts, each flat may be let at 5s. a week. The promoters of this new form of rural habitation maintain that it is a clear 7½ per cent. investment.

Even in the large industrial centres, the flat has much to commend it. Admittedly, the possession of a garden is a great attraction to the average working man, but there are others to be considered as well as the individual who spends hours at a time in the pursuance of his pet hobby. The gardening enthusiast wants to be quiet and undisturbed, and, in consequence, his children, as a rule, are let loose on the road to carry on just as their provocative young minds direct.

Mr. B. W. Adkin and his staff at the College of Estate Management are to be heartily congratulated on the result of the Land Agents' Society examination just published. Every one of the prizemen was "coached" at the college.

To those who know something of the inner workings of the great Lincoln's Inn Fields organisation, there is nothing very surprising in this; but to those who look on from a distance, it will serve as an indication of what can be done by an effective and enterprising combination. Those who contemplate qualifying for any of the organisations devoted to surveying, land agency or auctioneering, should know by now what is best to do in the initial stages.

Mr. Mordaunt Rogers, ex-President of the Auctioneers and Estate Agents Institute, is a great authority on glass; and, judging by the interest taken in his recent series of lectures, many members of the profession share his enthusiasm. It may be worth while, therefore, to give a short description of the goblet associated with Eden Hall, near Penrith, a fine old mansion that has just been demolished. It is of green coloured glass of Venice manufacture of the tenth century, ornamented with foliage of different colours in enamel and gold; it is about 7 inches in height, and about 2 inches in diameter at the base, from which it increases in width and terminates in a gradual curve at the brim, where it measures about 4 inches. The stamped leather case in which it is preserved is said to be of the time of Henry VI or Edward IV.

Fortunately, there are a few ancient towns that still maintain their old repose and dignity. Take Winchelsea, where the late Mr. G. M. Freeman, K.C., was mayor for fourteen successive years. It was undoubtedly due to him that this ancient town is a picture of real beauty, and a priceless asset to the country. It is not selfish; on the contrary, it welcomes visitors of the right kind. If it were to follow the lead of other places by becoming commercialised and rebuilt, it would lose all its old-fashioned character and become just one in a thousand.

There is general satisfaction at the announcement that Gatton Hall, near Reigate, that was recently the scene of a disastrous fire, is to be rebuilt. By the way, two old ladies in my railway compartment appeared to be quite perturbed over the continuous destruction by fire of some of our oldest country mansions. "It seems to me," said the one with the longer face, "that the cause of it all is allowing young men to go Testing Matches all over the country."

Obituary.

Mr. E. F. LANKESTER, K.C.

Mr. Edward Forbes Lankester, K.C., formerly a Metropolitan Police Magistrate, died at Biarritz on Friday, 20th April, at the age of seventy-nine. He was educated at St. Paul's School and Lincoln College, Oxford, and in 1878 he was called to the Bar by the Middle Temple. He took silk in 1905. In 1919 he was appointed a Metropolitan Police Magistrate, sitting at North London Police Court until 1921, when he was transferred to West London. He retired in 1925 under the age rule.

Mr. E. J. DAVIES.

Mr. Evan J. Davies, Solicitor and Clerk to Porthcawl Urban District Council, collapsed and died in Cardiff Police Court on Thursday, 19th April. Mr. Davies, who was admitted a solicitor in 1904, had practised at Cardiff for about thirty years. He was head of the firm of Messrs. Evan Davies & Son, of Cardiff.

Mr. W. H. HARRIS.

Mr. William Henry Harris, solicitor, head of the firm of Messrs. Ford, Harris & Co., of Russell-square, W.C., died at Braughing, Herts, on Friday, 20th April, at the age of seventy-three. Mr. Harris was admitted a solicitor in 1890.

Mr. R. H. LANGLEY.

Mr. Reginald Hubert Langley, M.A., B.C.L., Oxon, solicitor, a member of the firm of Messrs. Collyer-Bristow & Co., of Bedford-row, W.C., died on Saturday, 21st April, at the age of sixty-two. Mr. Langley was admitted a solicitor in 1897.

Mr. T. TRIMNELL.

Mr. Thomas Trimnell, solicitor, of Lincoln's Inn Fields, died at Billericay on Wednesday, 18th April, at the age of seventy-three. He was educated at Clifton, and was admitted a solicitor in 1883. Mr. Trimnell was official solicitor to the British Electrical and Allied Manufacturers Association for over twenty years.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

Loss occasioned by Restrictive Covenants.

Sir,—We find that considerable worry and financial loss is occasioned by the restrictive covenants in the leases of large houses, which are not suitable in these days for single occupation, and for which the freeholder will not give consent to use in several occupations.

We know of one instance in particular where the lessee has been paying £350 per annum in rent for the past three years whilst the house has been standing empty for the reasons mentioned in the first part of our letter. No doubt there are numerous similar cases.

Some definite line of action should be taken to get the restrictive covenants amended, and we shall be glad if solicitors acting for lessees who are experiencing this kind of difficulty would communicate with us.

A. E. Hamlin, Brown & Co.

Soho Square, W.1.
19th April.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

A Premium or Not.

Q. 2960. X is the tenant of a controlled dwelling-house and shop and has now entered into an agreement to sell the business carried on thereat. Her landlord has, in pursuance of an agreement made with X, granted a lease of the premises to the purchaser at an increased rent. The agreement between X and her landlord provides for the payment by X of a stated lump sum representing excess rent (which X has persistently refused to pay during the past six years) in consideration of her landlord agreeing to grant a lease to the purchaser. The sale of the business is now about to take place and X anticipates a demand from the landlord for the agreed sum, to be paid for his consent. Does the principle laid down in *Strathern* v. *Beaton*, 60 Sc. L.R. 559, apply where the landlord grants a new lease to an incoming tenant, or is the payment illegal under s. 8 (1) of the Rent Act of 1920.

A. The question is doubtful, but on the whole it would appear that the principle of *Strathern* v. *Beaton* (1923), 60 Sc. L.T. 559, would apply to the proposed transaction. In the course of his judgment in that case Lord Anderson, after pointing out that the Act must be strictly construed because it is a penal statute and also because it interferes with the freedom of contract, said: "Now the respondent does not intend to interfere with the occupancy of the lessee. If the latter chooses to remain in occupation he may do so, but if he is prepared to go out and cede possession to another person there is no reason why the over-landlord should not charge for consenting to that proposed arrangement." Attention is, however, called to the decisions of a Divisional Court in *Kattsman* v. *Barnett* ("Estates Gazette," Digest, 1924, p. 70), and *Reuben* v. *Larsen* (unreported, but referred to in the last case), which appear to take a view contrary to the decision in *Strathern* v. *Beaton* (see "Law Notes," "Rent and Mortgage Interest Restrictions," 15th ed., p. 77). And the court will look at the transaction as a whole (see *Rush* v. *Matthews* [1926] 1 K.B. 492).

The Rent and Mortgage Interest Restrictions Acts, 1920-33.

Q. 2961. We shall be obliged if you could kindly direct our attention to any authority on the question as to whether the Rent Act of 1933, in dealing with properties coming under Class C, actually controls properties that were not registered in accordance with the provisions of the Act and that were previously to the Act coming into force decontrolled, such properties never having, owing to the particular circumstances of the case, come within the scope of the foregoing Rent Acts. In the case we have in mind a house of a rateable value of £45 per annum and of a rental value in excess of that figure was sub-let in 1926 or 1927 in such manner as to constitute three separate dwelling-houses, each of which would now appear to come within Class C of the new Act. The lessee and owner of the house hitherto resided thereat and the property therefore had never come under the scope of the Act. In these circumstances we are desirous of ascertaining whether the effect of non-registration of the respective separate "dwelling-houses" is that such dwelling-houses are now deemed to be controlled.

A. The dwelling-houses referred to do not appear to be controlled. If at the time when the house was sub-let in 1926 or 1927, the lessee and owner resided at the house, and the premises had never been subject to the Rent Restrictions Act, the separate dwelling-houses constituted by the sub-letting did not come within the scope of the Acts. The provisions as to registration contained in s. 2 (2) of the Act of 1933 apply where the landlord of a Class C house claims that the house was decontrolled by virtue of s. 2 of the Act of 1923 before the 18th July, 1933. These provisions clearly contemplate a house which was originally within the Acts, because s. 2 (1) of the Act of 1923 effects decontrol "where the landlord of a dwelling-house to which the principal Act applies is in possession of the whole of the dwelling-house at the passing of this Act, or comes into possession of the whole of the dwelling-house at any time after the passing of this Act." If, therefore, a dwelling-house is outside s. 2 of the Act of 1923, it appears to be outside the registration provisions of s. 2 (2) of the Act of 1933.

Remedy for Default on Purchase of Motor Car.

Q. 2962. B signs an agreement to purchase and take delivery of a motor car from A, who are sellers of motor cars, the place of delivery being at A's shop. B fails to take delivery though the car is ready for him at the place stated. B takes no notice of A's letters, and A's solicitors' letters requesting him to collect the car and complete his contract, and it is now found that B has purchased a car elsewhere. A would therefore appear to be entitled to damages against B for breach of contract. (*a*) Is this the correct and only remedy? (*b*) If so, how should A state his claim in particulars of claim in the county court? (*c*) How should he base his claim? (*d*) Is the amount of A's damages the amount of the difference of the price A paid to the makers of the car for it and the price B was to pay A for it, that is to say, the profit which A would have made on the transaction? If you can quote authorities and give the reference to any cases bearing on the matter please also do so.

A. (*a*) Damages for breach of contract is the correct and only remedy, as the contract apparently was for the sale of unascertained goods. The property therefore had not passed, and an action for the price cannot be maintained.

(*b*) and (*c*) The particulars of claim should state—

(1) The plaintiffs' claim is for damages for breach of an agreement in writing dated the 19 , whereby the defendant agreed to buy a car to be delivered at the shop of the plaintiffs at on the 19 .

(2) The defendant did not accept the said car or pay the plaintiffs for the same whereby the plaintiffs have suffered damage.

Particulars.

Loss of profit on the said car .. .. .. £

And the plaintiffs claim the said sum of £ .

(*d*) The damages are correctly stated in the question, as the fact that there may be a ready sale (or that the contract price is the same as the market price) is no defence. The reason is that the plaintiffs have sold one car less than they otherwise would have done.

Class C House—Effect of Certificate of County Court.

Q. 2963. A landlord owned a class C house, rateable value £10, and which has become decontrolled, being empty for several weeks in 1929. The rental had previously been 9s. per week inclusive of rates, and becoming decontrolled was let to a tenant at 11s. per week inclusive of rates. On the

coming into operation of the 1933 Act, the landlord omitted to register the house as decontrolled prior to 18th October, 1933, but has since obtained permission from the county court, and the house has been registered as decontrolled. The landlord considers the omission to register does not affect the rental he was receiving, and that he is still entitled to recover 11s. per week. The tenant claims that in view of the omission to register, the house became controlled and that the landlord can only claim future rent based on the standard rent of 1914, and refuses to pay more than 9s. per week. Your opinion and reference to any authority or case will be esteemed.

A. The question depends upon the construction of s. 2 (2) of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933. The effect of s. 2 (2) is that, subject to the exception therein mentioned, a class C house which was let as a separate dwelling immediately before the passing of the Act and which had already been decontrolled under s. 2 of the Act of 1923 will be deemed to be subject to the Acts, unless it was registered before the 18th October last. But if the county court certifies that there was reasonable excuse for the failure to make application for the registration of the dwelling-house within the time limited and application for registration is made within seven days after the certificate of the county court has been granted, s. 2 of the Act of 1923 shall apply to the dwelling-house *as from the date on which the application for registration is made.* It will be observed that s. 2 of the Act of 1923 is to apply to the dwelling-house as from the date on which the application for registration is made. The effect appears to be that as from that date the house is capable of being decontrolled when the landlord obtains possession. The position may be stated in the words of circular 1348, dated 24th July, 1933, issued by the Ministry of Health: "If the house is occupied at the time, the late registration will not remove protection from the sitting tenant, the landlord will have to wait until he again comes into possession of the premises before he can treat the house as decontrolled." It would, therefore, appear that in such a case the rent is limited to the standard rent plus the permitted increases.

Literary Society—Dissolution.

Q. 2964. We act for a literary society, registered under the Scientific Societies Act, 1843, which is being dissolved. On dissolution, it is estimated that there will be £200 to £300 surplus moneys after payment of all debts and expenses. The committee wish to know whether:—

(*a*) They can make a gift of cash to the caretakers of the premises (which are being sold)?

(*b*) They can give a portion of the surplus cash to a local hospital?

If neither of the above gifts are legal, what risk do the committee run of being sued, and by whom?

A. Sections 29 and 30 of the Literary and Scientific Institutions Act, 1854, deal with the dissolution of such societies. The joint effect is that in the absence of rules determining how the surplus shall be dealt with, it is to be given to some other institution ("like" institution: *Re Bristol Athenæum* (1889), 43 Ch.D. 236), determined by the governing body, or, failing them, by the county court. There is an exception, however, for societies established by the contributions of shareholders in the nature of joint stock companies. This apparently means where capital has been provided by original contributions or entrance fees, as distinct from annual subscriptions. In such a case it may be deduced from the rules that the persons subscribing the capital are entitled to the surplus funds (*Re Jones, Clegg* v. *Ellison* [1898] 2 Ch. 83, and *Re Russell Institution*, same vol. 72, differing in this respect from *Re Bristol Athenæum*). Probably a hospital is not technically within the class of institution contemplated by s. 30. It is recommended that the committee should circularise all the members stating what the surplus is and what they propose to do with it, and enclosed a stamped post-card with memorandum expressing approval of proposal. If all the members agree, there will be no risk. Dissentient members can petition the county court (for procedure see Ord. 41).

Apprentice—Employer Making Assignment for Benefit of Creditors.

Q. 2965. A was bound apprentice to B when he was fifteen years of age, and his father joined in the deed. A is now eighteen years of age and B has entered into a deed of assignment for the benefit of his creditors. The apprenticeship deed contained a clause that B covenanted with A and his father to (*a*) instruct the apprentice in a certain trade, and (*b*) to pay the apprentice wages until he attained twenty-one years. A is too old to obtain a transfer of the deed, and your opinion is sought as to whether a claim could be sustained against B's trustee for breaches of the deed in respect of the failure to instruct, and consequent and ultimate loss of a trade to A, and in respect of the loss of wages for the remainder of the term. Does the means of A's father affect the question of whether A can sue for damages *in forma pauperis*?

A. The opinion is given that unless B can make arrangements to continue in business so as to continue his obligations, A has under the separate covenant with him a claim which could be proved in bankruptcy, and therefore under the deed of assignment (if the latter provides for liabilities being dealt with as in bankruptcy) for such damages as he can show he has suffered. For what it is worth, he can refuse to assent to the deed and sue B. He may, if he likes, go to the justices under the Employees and Workmen's Act, 1875, but the limit he can get there is £10. A cannot sue B's trustee on the covenant, though he might take proceedings to establish the debt was provable under the deed, or perhaps an application to the Board of Trade might lead to an expression of opinion on which the trustee would act. There may be an arbitration clause in the deed. If proceedings were necessary, application to the local committee to sue as a poor person might be made. It does not necessarily follow that the damages for which proof could be made would be more than nominal. It is possible that A could get a job as an "improver" which would put him in a better financial position than under the apprenticeship deed.

Landlord and Tenant Compensation—Goodwill Bought from Landlord.

Q. 2966. A holds business premises under an agreement for a fourteen years' lease and wishes to know his position at the end of the term having regard to the provisions of the Landlord and Tenant Act, 1927. Prior to the commencement of this term A bought the business carried on by his landlord upon the premises (including the goodwill), and has been carrying on the same business ever since. Can A claim that "by reason of the carrying on by him or his predecessors in title on the premises of a trade or business . . . goodwill has become attached to the premises, etc.," so as to support a claim for compensation for goodwill under s. 4 of the Act? Surely he can be considered to have derived title from his landlord under the circumstances by assignment, so as to make the landlord his "predecessor in title" within the definition in s. 25?

A. The landlord in the case put is undoubtedly a predecessor in title of the goodwill, but "predecessors in title" in s. 4 is considered as referring to the premises and not to the goodwill. The "tenant" is defined in s. 25 by relation to a contract of tenancy, whether his interest was "acquired by original contract, assignment, operation of law or otherwise," consequently predecessor in title refers to the tenancy of the premises and not to the goodwill. Probably the draftsman never envisaged the case of a tenant buying a goodwill from his landlord. The opinion is given that A's claim is limited to the goodwill as created or increased during his own tenancy.

To-day and Yesterday.

Legal Calendar.

23 April.—Etienne Bégon was admitted to the Paris Bar on the 23rd April, 1691. He was so delicate that he had to be carried into court, and so small that when he rose to speak he had to stand on the seat. Yet he became one of the leading advocates of his time, not only in chamber practice, but as an orator. He worked unremittingly, and often the only rest he got was when he fell asleep in his chair. His feeble health, however, survived thirty-five years of forensic labour and he lived till 1726.

24 April.—On the 24th April, 1820, John Brunt was tried for high treason in connection with his part in the Cato Street conspiracy. It was in a room in the house where he lived in Fox Court, Gray's Inn Lane, that the conspirators had met. There it was that on the day appointed for the rising they armed themselves with blunderbusses, pistols and swords, and Thislewood, the leader, penned the proclamation: "Your tyrants are destroyed; the friends of liberty are called on to come forward as the provisional government is now sitting." That night they were surprised and scattered and, later, Brunt was arrested. He was found guilty and sentenced to death.

25 April.—John Yonge, Master of the Rolls, died in London of the sweating sickness on the 25th April, 1516. He was buried in the Rolls Chapel in Chancery Lane. He had held his office for eight years, having been appointed to it in 1508 as a reward for diplomatic services. On the accession of Henry VIII, he was confirmed in his position, granted the House of Converts, on the site of the Record Office, to live in and a tun of Gascon wine annually, besides other privileges.

26 April.—Lord Somers died on the 26th April, 1716. For two years previously, though he had a place in the Cabinet, he took no part in public affairs, being afflicted with a paralytic affection which gradually incapacitated him and at last reduced him to a state of imbecility. He had held the Great Seal from 1693 to 1700, first as Lord Keeper and subsequently as Chancellor, and when he relinquished it, the King had some difficulty in finding a successor, since eminent lawyers hesitated to risk a comparison with him. According to Evelyn, he was "a most excellent lawyer, very learned in all polite literature, a superior pen, master of a handsome style and easy conversation."

27 April.—On the 27th April, 1928, Frederick Browne and William Kennedy were found guilty of the murder of Police Constable Gutteridge and sentenced to death. Both received the verdict stoically, admitting that they had been fairly tried, but asserting their innocence. Kennedy declared that it was "pre-ordained" and that judge and jury were "mere accessories of that fate." Browne alleged that "the jury have had stuff given them that was not genuine," and concluded: "I am not guilty according to the One above that knows. I am not guilty, but the Court says I am."

28 April.—On the 28th April, 1789, Lord Lifford died of a severe cold caught at the House of Lords. The son of a mercer and draper who became Mayor of Coventry, he had embraced a legal career, serving first in an attorney's office and afterwards joining the Middle Temple. In 1766, he was appointed a Justice of the King's Bench, but sat there for only fourteen months, after which he was promoted Lord Chancellor of Ireland and raised to the peerage.

29 April.—Lord Grimthorpe, lawyer, mechanician, controversialist and a great many other things besides, died on the 29th April, 1905.

The Week's Personality.

"An alpine peak amongst all the eminences which jutted from the foothills of the Bar in my day, but he was an Alp which resembled Hecla, for although he had a clear cool head, he had a burning heart and was continually in eruption of lava and scoriæ." Thus a contemporary described that turbulent personality, Lord Grimthorpe, who had been Sir Edmund Beckett, Q.C. "Whatever his hand found to do, he did it with all his might and often botched the performance." He never entertained a doubt on any subject. Theology, architecture, mechanics, law, his aggressive and arrogant mind asserted mastery over them all. He was responsible for the injudicious "restoration" of St. Albans Abbey which involved him in a flood of acrimonious controversy. In the same spirit, he would have torn down Sir Thomas Lovell's gatehouse in Lincoln's Inn and was barely frustrated. The making of "Big Ben" for which he prepared the specifications, involved him in fierce quarrels and in a libel action. The new clock in St. Paul's Cathedral was also designed by him. For further hostilities, he plunged into ecclesiastical matters and, waging war against ritualism, became the president of the Protestant Churchmen's Alliance. He died worth over a million pounds, but his will was so complicated that he left behind him a heritage of strife and litigation.

Suicide in the Courts.

The dramatic suicide of Henri Rochette, the French swindler, who recently cut his throat in the Palais de Justice while on bail pending an appeal against a sentence of imprisonment, bears a close resemblance to the end of that other master of financial arts and crafts, Whittaker Wright. His trial in the King's Bench Division, instead of at the Old Bailey, had saved him the indignity of the dock. The special jury who had tried him had taken only an hour to deliberate. Mr. Justice Bigham had passed the maximum sentence of seven years' penal servitude. After the proceedings he was taken into custody and locked in a room at the Law Courts, in company with his solicitor and a couple of friends. There, pacing restlessly up and down, he thanked them for all they had done. Then suddenly in the act of lighting a cigar he collapsed and died. All that day, according to one account, he had nursed at the back of his tongue a little tablet of cyanide of potassium, and now in the hour of his downfall he swallowed it. In his pocket was a fully loaded six-chambered revolver. Thus, stoically, he threw away the ruined life that had raised him to the position of a Midas, and if he had not cheated it, would have cast him down into a convict prison.

A Pageant of Law.

It was recently suggested in the press that the Inns of Court should stage a Pageant of the Law to provide the great litigious public with a spectacle somewhat more varied than the annual church parade at Westminster Abbey and the now breakfastless progress to the Law Courts in the Strand. Masques and revels and royal visitations are among the incidents offered for representation should the lawyers decide to compete with the Aldershot Tattoo. Leavened with some lighter interludes or tableaux, there seems little reason to doubt that it would be first-class entertainment. Perhaps the Zoo might be called in to co-operate in staging the absurd story of how Lord Keeper Guilford rode on a rhinoceros. A tableau which could hardly fail to appeal might show Maule, J., setting fire to Paper-buildings when, in a moment of aberration, he put a lighted candle under his bed. Christopher Hatton could have a song and dance number, and some swimming champion could probably be found in the four Inns to play the Vice-Chancellor who granted a vacation injunction while bathing.

Notes of Cases.

House of Lords.

Ugleexport Charkow *v.* Owners of S.S. Anastassia. Russian Wood Agency, Ltd. *v.* Dampskibsselskabet "Heimdal" &c.

Lord Tomlin, Lord Russell of Killowen and Lord Wright. 16th April, 1934.

SHIPPING—CHARTERPARTY—ASSISTANCE OF ICE-BREAKERS.

These two appeals by charterers, which were the subject of a single judgment of the Court of Appeal, dealt with the construction of clauses in charter-parties relating to the provision of ice-breaker assistance. By the ice clause it was stipulated that the charterers should provide assistance to enable the vessel to reach, load at and leave the loading port free of expense for assistance. The respondents claimed demurrage and damages for detention. The arbitrator decided against the charterers and held that they had broken their contract and were liable in damages. The contention of the appellants was that they had fulfilled their obligation when the ice-breaker arrived at the edge of the ice and they were then under no further obligation. Roche, J., upheld the arbitrator and the Court of Appeal affirmed his decision. On the second appeal it was contended by the appellants that the only duty of the charterers was to provide an ice-breaker to come to the vessel so that they were not responsible for subsequent delay or damage, and that if their obligation went beyond that it was merely to provide ice-breakers which would do their best and that the onus was on the respondents. Roche, J., decided against those contentions and gave damages for detention and injury to the vessel, and the Court of Appeal affirmed that judgment. The second charterers now appealed.

Lord WRIGHT, whose judgment was read by Lord Tomlin, said that in both the appeals he agreed with the conclusions of the tribunals below. The two forms of ice clause differed somewhat in form, but were sufficiently identical in substance to enable him to state the opinion he had formed of their meaning as applicable *pro tanto* in each case, and so far as material for those appeals. In the first place the charterers, obligation was to supply satisfactory, not intermittent, assistance and that meant by themselves or others. The charterers assumed the obligation and the risk. It was not limited to an obligation to do their best; it was peremptory. The language was express and extended to the supply of sufficient ice-breaker assistance to enable the vessel to enter or leave port. That construction was obviously fatal to the only contention advanced by the appellants in the first appeal, which accordingly failed. In his opinion the second appeal also failed, and both appeals should be dismissed with costs.

Lord RUSSELL OF KILLOWEN concurred.

COUNSEL: *Sir William Jowitt*, K.C., and *Harry Atkins*; *C. T. Le Quesne*, K.C., and *Sir Robert Aske*, K.C., in the first appeal; *A. T. Miller*, K.C., and *H. U. Willink*; *Sir Norman Raeburn*, K.C., and *Sir R. Aske*, K.C., in the second appeal.

SOLICITORS: *Pettite, Kennedy, Morgan & Broad*; *Holman, Fenwick & Willan*, in the first appeal; *Wynne-Baxter and Keeble*; *Botterell & Roche*, for *Sanderson & Co.*, Hull, in the second appeal.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Court of Appeal.

***In re* a Bankruptcy Notice [No. 171 of 1934.]**

Lord Hanworth, M.R., Romer and Maugham, L.JJ. 23rd March, 1934.

BANKRUPTCY—BANKRUPTCY NOTICE—DEBTOR'S CLAIM—PENDING CHANCERY PROCEEDINGS—CREDITOR'S KING'S BENCH ACTION — DIFFERENT TRANSACTION — "CROSS DEMAND"—BANKRUPTCY ACT, 1914 (4 & 5 Geo. 5, c. 59), s. 1 (1) (*g*).

Appeal from registrar.

In April, 1933, the debtor commenced a Chancery action against the creditor and two persons who were trustees, claiming to be entitled to £2,750, the amount of two charges on certain properties, for money advanced in respect of a transaction in which the debtor and the creditor were interested. A declaration that each of them was entitled to a half share of the profits of the transaction was also claimed, and the action was shortly to be heard. In September, 1933, the creditor commenced a King's Bench action against the debtor in respect of a claim based on a separate transaction, and on the 16th January, 1934, obtained judgment for £1,249 9s. 1d. On the 23rd January, he issued a bankruptcy notice against the debtor. On an application under s. 1 (1) (*g*) of the Bankruptcy Act, 1914, to set aside the notice on the ground that the debtor had a cross-demand against the creditor exceeding the sum claimed and which he could not have set up in the King's Bench action, the registrar so held and set aside the notice.

Lord HANWORTH, M.R., allowing the appeal, said that "cross-demand" in s. 1 (1) (*g*) of the Bankruptcy Act, 1914, could not include such an uncertain claim as that in the Chancery action—merely a right which might ultimately inure to the benefit of the debtor. It was no ground for setting aside the bankruptcy notice.

ROMER and MAUGHAM, L.JJ., agreed.

COUNSEL: *G. O. Slade*; *Braund*.

SOLICITORS: *Stafford Clark & Co.*; *Herbert Smith*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Davis *v.* Symons.

Eve, J. 28th March, 1934.

MORTGAGE—CLOG ON EQUITY OF REDEMPTION—LENDER NOT TO REQUIRE PAYMENT FOR TWENTY YEARS OR DEATH OF BORROWER—NOT TO REDEEM FOR LIKE PERIOD—POLICIES MATURING BEFORE EXPIRATION OF PERIOD.

This was an action for redemption in which the mortgagor pleaded a clog on the equity. By a mortgage dated 25th November, 1926, a messuage and premises in Swain's Lane, St. Pancras, together with two endowment life policies for £2,250 and £750 effected by the mortgagor on his life, were mortgaged to secure an advance of £2,750 with interest at 7½ per cent. reducible on punctual payment to 6½ per cent. The mortgage contained mutual covenants, one by the mortgagee that he would not until the expiration of twenty years or the earlier death of the mortgagor require payment of the principal, and one by the mortgagor that the whole of the principal thereby secured should be allowed to remain on the security for the same period. These covenants were made applicable to a further charge dated 5th August, 1927, to secure an advance of £500. The effect of the covenants was to postpone redemption until 25th November, 1946. The endowment policies matured in one case, that for £750 in 1942, and by the further charge it was provided that if the mortgagor survived the date of maturity the policy moneys, with profits, were to be paid to the mortgagee. In the other case, that for £2,250, the policy matured on 18th November, 1946, eight days before the expiration of the above period. The mortgage also contained a covenant by the mortgagor not to sell the equity of redemption except to a responsible person. The mortgagor brought this action for redemption and pleaded that the length of the term of twenty years and other advantages to the mortgagee constituted a clog on the equity from which he should be relieved.

EVE, J., said the authorities established that the postponement of the date for redemption for a moderate and reasonable period did not in the absence of other circumstances avoid the mortgage: *Trevan* v. *Smith*, 20 Ch. D. 724, 729; *Cowdry* v. *Day*, 1 Giff. 316; *Morgan* v. *Jeffreys* [1910] 1 Ch. 620. In the latter case a period of twenty-eight years was treated

as being unreasonably long. In the absence of other factors the court might regard a period of twenty years as being reasonable where there were mutual covenants on both sides. But here, in the case of the policies, although the mortgagor could not redeem for twenty years the mortgagee might receive a considerable sum in payment off of part of the mortgage on the maturing of one policy. In substance, both the policies subject to the mortgage were made irredeemable. On the whole, in those circumstances the period of twenty years was not one on which the mortgagee could insist on keeping the mortgage on foot. The plaintiff was entitled to succeed. There would be judgment for a declaration that he was at liberty to redeem on giving six months' notice. By consent there would be no order as to costs.

COUNSEL: *L. W. Byrne; J. V. Nesbitt.*

SOLICITORS: *Blakeney & Co.; King-Hamilton & Green.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

The Attorney-General *v.* Cozens.

Finlay, J. 26th March, 1934.

JUSTICE OF THE PEACE—HOLDER OF SHARES IN COMPANY RETAILING INTOXICATING LIQUORS—KNOWINGLY ACTING AS A JUSTICE WHEN DISQUALIFIED—INFORMATION—PENALTY—LICENSING (CONSOLIDATION) ACT, 1910 (10 Edw. 7 and 1 Geo. 5, c. 24), s. 40 (4).

By this information against Alfred Daniel Cozens, a penalty of £100 was claimed for breaches of s. 40 (4) of the Licensing (Consolidation) Act, 1910. The facts alleged by the Attorney-General were as follows: The defendant was at all material times a justice of the peace for the County Borough of Walsall, and was also the holder of a number of shares in Mitchell and Butlers, Ltd., who were retailers of intoxicating liquors in that licensing district, whereby the defendant was not qualified to act as a justice for any purpose under the Licensing (Consolidation) Act, 1910. On the 13th and 20th January, 1933, he did so act at the Petty Sessional Court of that borough when various applications under s. 64 (for occasional licences) and s. 57 (for extension of hours) and s. 88 (for protection orders) of that Act were considered by the Bench. The defendant pleaded "Not guilty." He said that he did not know that he was disqualified from sitting to hear applications under those sections, although he knew that he could not form part of the licensing committee when applications for the grant of licences were made. He contended, therefore, that he had not knowingly acted as a justice when he knew he was disqualified, which was what was forbidden by the section.

FINLAY, J., said that although the business on the 13th and 20th January was hardly contentious, it was perfectly plain that there were licensing matters, and that the defendant sat and adjudicated on them. It was said that "knowingly" in this section meant "deliberately," and that the defendant could not be said to have acted deliberately because he did not apply his mind to the question at all. But he (his lordship) could not bring himself to doubt that the defendant knowingly acted as a justice and did so in a licensing matter, and though it might be that he did not appreciate that those were matters on which he was not entitled to adjudicate, that was no answer to the Attorney-General's claim. It was important that the principle should be rigorously enforced that justices must not sit when disqualified. He thought that the penalty should not be merely nominal, but should be enough to vindicate the law and to suggest to justices and their advisers that those matters must be strictly observed. Judgment for the Attorney-General for a penalty of £5, and the costs of the information.

COUNSEL: *The Solicitor-General* (Sir Donald Somervell, K.C.) and *Wilfrid Lewis*, for the Attorney-General; *John Wylie*, for the defendant.

SOLICITORS: *Treasury Solicitor; Stow, Preston and Lyttelton*, for *Ansell & Sherwin*, Birmingham.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

West Ham Corporation *v.* Charles Benabo & Sons.

Atkinson, J. 28th March, 1934.

HOUSING—REPAIRS EXECUTED BY LOCAL AUTHORITY—"DEMAND" FOR EXPENSES INCURRED—NOT SIGNED BY PROPER AUTHORITY—LUMP SUM—NOT IN RESPECT OF EACH HOUSE—NO DEMAND CREATING LEGAL LIABILITY—HOUSING ACT, 1930 (20 & 21 Geo. 5, c. 39), ss. 17, 18 and 22.

In this action the West Ham Corporation sued Charles Benabo and Sons for £165 3s. alleged to be expenses incurred by the corporation in executing certain works of repair on a number of dwelling-houses in Wade Road, Custom House, E., and Grange Road, Plaistow, which expenses, the plaintiffs said, were payable by the defendants pursuant to ss. 17 and 18 of the Housing Act, 1930, as persons having control of the dwelling-houses. The defendants said that they had done all the work required to be carried out by the notices served on them by the plaintiffs in respect of the dwelling-houses under s. 17 of the Act, and any work which the plaintiffs had carried out on the houses was not required to be done by the notices. The defendants further alleged that two statements of account sent to them by the plaintiffs, one for £96 7s. relating to the houses in Wade Road, and the other for £68 16s. for the houses in Grange Road, were not "demands" within the meaning of s. 18 of the Act of 1930.

ATKINSON, J., said that the defendants contended that there had been no demand within the provisions of the Housing Act. The first demand, the defendants said, was not signed by the proper person and did not come from the proper quarter, and, as regarded both demands, they were not demands in respect of each house showing the expenses incurred in executing the work specified in that house. They said that a demand for a lump sum in respect of a number of houses did not comply with the statutory requirement, and was not a demand within the meaning of the Act. He was satisfied that the demand must be signed by the clerk or his deputy, and he, his lordship, held that the proper signature was an essential part of a proper demand. That ruled out the first notice, which was merely signed by a Mr. E. J. Johnson, without any description whatever. The second requirement was that the demand must be a demand for the expenses incurred on each separate house for a definite and certain sum alleged to have been spent on that house. There need not be a separate document for each house, but it seemed to him, on the material sections, beyond all question that a statutory demand must be in respect of a particular house. If he were right, there had in this case been no demand which created legal liability. The next point urged was that all those matters were matters which could have been raised on appeal to the county court, as provided by s. 22 of the Act. He held, however, that the defendants were not debarred from raising the objections they had raised by reason of their failure to appeal. Judgment for the defendants, with costs.

COUNSEL: *E. Macassey*, for the plaintiffs; *P. Quass*, for the defendants.

SOLICITORS: *George F. Thompson*, Town Hall, West Ham; *W. A. & H. Elmore Smith.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Mizen *v.* Old Florida, Ltd.

Lord Hewart, C.J., Avory and Humphreys, JJ. 11th April, 1934.

LICENSING—INTOXICATING LIQUOR—CONSUMPTION ON CLUB PREMISES—BOUGHT AT OUTSIDE WINE DEALERS—PLACE OF SALE—LICENSING CONSOLIDATION ACT, 1910 (10 Edw. 7 and 1 Geo. 5, c. 24), s. 65—LICENSING ACT, 1921 (11 & 12 Geo. 5, c. 42), ss. 4, 5.

Appeal by case stated from a decision of Mr. Mead, former metropolitan magistrate at Marlborough-street.

An information was preferred by Sub-divisional Inspector William Mizen, the appellant, under the Licensing Consolidation Act, 1910, s. 65, charging the respondents, the Old Florida, Ltd., with having on the 14th April, 1933, sold by retail intoxicating liquor without holding a justices' licence authorising them to hold an Excise licence for the sale of such intoxicating liquor. The respondent company carried on a place of entertainment at South Bruton Mews. No one could obtain admission to the premises unless they paid 5s. 6d. a head and signed a printed form in the following terms: "To avoid gate crashing you are requested to sign the following: I hereby declare that I have been invited to a party to-night given by Captain Gordon Halsey at the Old Florida and I have mislaid my invitation card and I am paying herewith 5s. 6d. by way of contribution towards the expenses of this party." All intoxicating liquor was supplied on the premises under the following system: A wine list labelled "Wine List, Bruton Wine Company," was submitted to the visitor. Inside the list was printed: "Wine List. Wines and spirits may be ordered by telephone from near-by wine merchants at retail prices. We shall be pleased to telephone on your behalf and cash must be paid with the order; a charge of 2s. 6d. per bottle is made for night delivery." On the visitor making his selection the order was telephoned, with the visitor's name, and the respondent's premises as his address, to wine merchants carrying on business opposite. The wine merchant's assistant then allocated to the visitor a bottle of the drink which he had ordered, made out a bill in the name of the customer, and after labelling the bottle with his name sent it by messenger to the respondent's premises, where it was delivered to the visitor with the bill. The money was handed over by the waiter to the wine merchant's messenger. The magistrate was of opinion that there was no sale by the respondents or at the respondent's premises, but that the sale was by the wine merchant at his premises, and he therefore dismissed the summons.

Lord HEWART, C.J., said that the test of where, for the purposes of the Licensing Acts, a sale took place was laid down in *Pletts* v. *Beattie* [1896] 1 Q.B. 519. That case decided that the sale took place at the premises where the liquor was appropriated to the contract. In the present case the magistrate had found, as a fact, that the sale was by the proprietor of the Bruton Wine Company and that the appropriation of the goods to the customer took place on that company's premises, and that the sale was completed there, notwithstanding that payment was made at the premises of Old Florida, Ltd. Appeal dismissed.

COUNSEL: *R. M. Montgomery*, K.C., and *S. H. Lamb*, for the appellant; *J. E. Singleton*, K.C., and *St. John Hutchinson*, for the respondents.

SOLICITORS: *Wontner & Sons; Woolfe & Woolfe.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Egan *v.* Mizen.

Lord Hewart, C.J., Avory and Humphreys, JJ.

11th April, 1934.

LICENSING—INTOXICATING LIQUOR—CONSUMPTION ON CLUB PREMISES—BOUGHT AT OUTSIDE WINE DEALERS—PLACE OF SALE—LICENSING CONSOLIDATION ACT, 1910 (10 Edw. 7 and 1 Geo. 5, c. 24), s. 65—LICENSING ACT, 1921 (11 & 12 Geo. 5, c. 42), ss. 4, 5.

Appeal by way of case stated.

In this case Patrick Geoffrey Egan, proprietor of the wine and spirit business known as the Bruton Wine Company, appealed against a conviction under ss. 1 and 4 of the Licensing Act, 1921, on an information laid by Sub-divisional Inspector Mizen that he unlawfully, except during permitted hours, sold intoxicating liquor in licensed premises. The alleged sale was that referred to in the above case of the "Old Florida," the facts being practically identical. It was contended for the respondent that, while s. 5 (*b*) of the Act of 1921 permitted the ordering and dispatch of intoxicating liquor during non-hermitted hours, the sale must take place during permitted pours, otherwise the provisions of s. 4 would be entirely nugatory. The magistrate was of opinion that "ordering" in s. 5 did not apply to a purchase at once completed, but to an antecedent demand for liquor to be fetched subsequently after an interval or to be dispatched by the vendor. He accordingly held that s. 5 did not protect the appellant, whom he convicted.

Lord HEWART, C.J., said that the argument for the appellant was that he was protected by s. 5 (*b*) of the Act. He (his lordship) thought that that argument failed. He thought that to give effect to the appellant's argument would be to render nugatory a large part of s. 4. Appeal dismissed.

AVORY and HUMPHREYS, JJ., also agreed that both appeals should be dismissed.

COUNSEL: *J. D. Cassels*, K.C., and *C. A. Collingwood*, for the appellant; *Montgomery*, K.C., and *S. H. Lamb*, for the respondent.

SOLICITORS: *Wontner & Sons; Woolfe & Woolfe.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Goff *v.* Goff.

Sir Boyd Merriman, P. 26th February, 1934.

DIVORCE—PETITION FOR VARIATION OF SETTLEMENT—FOREIGN SETTLEMENT AND TRUSTEES—SERVICE ON TRUSTEES ABROAD SET ASIDE—IMPOSSIBILITY OF EFFECTIVE ORDER—DIVORCE RULE 29A.

This was a motion on behalf of the City Bank Farmers' Trust Company of New York to set aside service of a petition for variation of settlement on the grounds that service was defective, and that the English court could make no order which would be effective against the applicants. The matter arose out of a wife's petition for variation of a settlement, dated the 3rd July, 1928, she having obtained a decree absolute of dissolution in November, 1933. The instrument in question was expressed to be governed by the law of the State of New York, and all the settled funds were in the hands of trustees in New York. The respondent husband was domiciled in England. On behalf of the trustees it was submitted that service upon them in New York was defective, it having been made without leave, and that no effective order could be made on the petition for variation binding on the trustees, they being outside the jurisdiction, and further that the service was bad according to the law of the State of New York. On behalf of the petitioner it was submitted that, whatever might be the position of the trustees, who were served in accordance with the usual practice, the court clearly had jurisdiction to make an order *in personam* with regard to the respondent. It was proposed to ask for an order for variation so as to, *inter alia*, extinguish the respondent's power of revocation and his life interest.

Sir BOYD MERRIMAN, P., in giving judgment acceding to the application, said that r. 29A of the Matrimonial Causes Rules, which rule dated from 1932, made it possible to serve a petition for variation of settlement outside the jurisdiction without leave, in the same way as formerly a divorce petition could be served abroad without leave under s. 42 of the Matrimonial Causes Act, 1857. On the other hand, he was satisfied that service of the petition for variation on the trustees in the State of New York would in itself render the judgment of the English court one which no New York court would enforce. Any order, therefore, made against the trustees would be futile. In the result, the service on the trustees must be set aside, but without prejudice to the petitioner's right to apply to dispense with service upon them.

COUNSEL: *Fergus Morton*, K.C., and *Tyndale*, for the applicants; *Monckton*, K.C., and *Bush James*, for the petitioner; *W. N. Stable*, for the respondent.

SOLICITORS: *Coward, Chance & Co.; Withers & Co.; B. A. Woolf & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Sandler *v.* Sandler, Davies and Johnstone.

Sir Boyd Merriman, P. (and a Special Jury). 7th March, 1934.

DIVORCE — COLLUSION — PETITION AND SUPPLEMENTAL PETITION—PRAYER OF PETITION DISMISSED OWING TO COLLUSION—TAINT OF COLLUSION NOT TRANSMITTED TO SUPPLEMENTAL PETITION—DECREE—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 178, sub-s. (2).

This was a petition for dissolution by a husband charging his wife with adultery with two named co-respondents, against the second of whom damages were claimed, followed by a supplemental petition making further charges against the second co-respondent. The petition as originally filed charged adultery with the first co-respondent only on one occasion at an hotel. Subsequently it was amended, and adultery charged against a second co-respondent on a number of occasions and damages claimed. The first co-respondent did not appear. The second co-respondent filed an answer, but defended only on the issue of damages. The respondent did not defend, her answer having been struck out, and she gave evidence as a witness on behalf of the second co-respondent. In the result the jury found the respondent and second co-respondent guilty of the adultery charged in both the amended and the supplemental petitions. In the course of the proceedings, however, the question of collusion was raised by the court in regard to the presentation of the original petition, and counsel for the petitioner therefore asked the jury in awarding damages to do so only upon the supplemental petition, which they did, assessing them at £2,500. The petitioner denied collusion. The question arose as to whether if the prayer of the original petition must fail owing to collusion, a supplemental petition making fresh charges against the other co-respondent could succeed.

Sir BOYD MERRIMAN, P., in the course of giving judgment, said that he found that the original petition charging adultery between the respondent and the first co-respondent was collusive. That alleged adultery never took place, and the whole thing was a sham. It followed from that that there had been no connivance, which could apply only to real and not fictitious adultery. It was, however, collusion of the most aggravated character. The original petition as amended must fail as a whole, as it was impossible to separate what was collusive from what was genuine. It did not necessarily follow that the supplemental petition should suffer the same fate. It was untainted with any statutory bar, and it would be a mere technicality to import into a supplemental petition the taint of collusion which would be entirely absent if a new petition were filed. The prayer of the original petition would be dismissed, and the prayer of the supplemental petition allowed. There would be a decree *nisi* with costs against the co-respondent, the damages to be paid into court within fourteen days.

COUNSEL: *Beyfus*, K.C., and *The Hon. Victor Russell*, for the petitioner; *Wallington*, K.C., and *Tyndale*, for the co-respondent Johnstone.

SOLICITORS: *Beyfus & Beyfus; Bulcraig & Davis.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

THE KING'S BIRTHDAY.

By order of the Lord Chancellor the Offices of the County Courts and the District Registries of the High Court will be closed on the 4th June, 1934, the day appointed to be kept as the King's Birthday, unless in any particular case the Lord Chancellor otherwise directs.

Court of Criminal Appeal.

Rex *v.* Hyde.

Lord Hewart, C.J., Avory and Talbot, JJ. 27th March, 1934.

CRIMINAL LAW—CONVICTION FOR ARSON—INDICTMENT BAD—WORDS OF RELEVANT SECTION OMITTED—MALICIOUS DAMAGE ACT, 1861 (24 & 25 Vict. c. 97), s. 7.

In this case the appellant, Cecil Hyde, who was convicted at Glamorganshire Assizes before Lawrence, J., of arson of straw in a dwelling-house and sentenced to four years' penal servitude, appealed against his conviction and sentence. The count on which he was convicted was in the following words: "Statement of offence. Arson, contrary to section 7 of the Malicious Damage Act, 1861. Particulars of offence. Cecil Hyde on the 7th day of January, 1930, unlawfully and maliciously set fire to certain straw then being in a building namely, 32, Union Street, Dowlais." The section provides: "Whosoever shall unlawfully and maliciously set fire to any matter or thing, being in, against, or under any building, under such circumstances that if the building were thereby set fire to the offence would amount to felony, shall be guilty of felony . . ."

Lord HEWART, C.J., giving the judgment of the court allowing the appeal and quashing the conviction, said that the indictment was bad because it did not contain words corresponding to the words in the section "under such circumstances . . . amount to felony."

COUNSEL: *George Bankes*, for the appellant; *Christmas Humphreys*, for the Crown.

SOLICITORS: *The Registrar of the Court of Criminal Appeal; the Director of Public Prosecutions.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

Parliamentary News.

Progress of Bills.

House of Lords.

Army and Air Force (Annual) Bill.
Read Third Time. [24th April.

Brighton, Hove and Worthing Gas Bill.
Read Third Time. [25th April.

Cardiff Corporation Bill.
Read Second Time. [25th April.

Church House (Westminster) Bill.
Committed. [19th April.

East Worcestershire Water Bill.
Read Third Time. [25th April.

Firearms Act (1920) Amendment Bill.
Read Second Time. [25th April.

Illegal Trawling (Scotland) Bill.
Read Second Time. [24th April.

Judiciary (Safeguarding) Bill.
Read Third Time. [19th April.

Law Reform (Miscellaneous Provisions) Bill.
Read First Time. [25th April.

London County Council (General Powers) Bill.
Committed. [19th April.

Middlesex County Council Bill.
Committed. [24th April.

Mines (Working Facilities) Bill.
In Committee. [24th April.

Ministry of Health Provisional Order (Blackburn) Bill.
Read First Time. [24th April.

Ministry of Health Provisional Order (Shipley) Bill.
Read First Time. [24th April.

Overseas Trade Bill.
Read Third Time. [25th April.

Petroleum (Production) Bill.
Read Second Time. [19th April.

Protection of Animals Bill.
Read First Time. [24th April.

Registration of Births, Deaths and Marriages (Scotland) (Amendment) Bill.
Read First Time. [24th April.

South Downs Preservation Bill.
Read First Time. [19th April.

South Metropolitan Gas (No. 1) Bill.
Read Third Time. [25th April.

South Metropolitan Gas (No. 2) Bill.
Committed. [19th April.

Stockport Corporation Bill.
Read Second Time. [25th April.

Tyne Improvement Bill.
Committed. [24th April.

Wandsworth Borough Council Bill.
Read Third Time. [25th April.

Watchet Urban District Council Bill.
Read Third Time. [25th April.

Workmen's Compensation (Coal Mines) Bill.
Read First Time. [24th April.

House of Commons.

Arbitration Bill.
Read Third Time. [20th April.

Birmingham United Hospital Bill.
Read Second Time. [23rd April.

Licensing (Standardisation of Hours) Bill.
Reported, with Amendments. [24th April.

Marriages Provisional Orders Bill.
Committed. [25th April.

Ministry of Health Provisional Order (Blackburn) Bill.
Read Third Time. [23rd April.

Ministry of Health Provisional Order (Shipley) Bill.
Reported, without Amendment. [19th April.

Newport Extension Bill.
Read Second Time. [23rd April.

Protection of Animals Bill.
Read Third Time. [20th April.

Registration of Births, Deaths and Marriages (Scotland) (Amendment) Bill.
Read Third Time. [20th April.

Sale of Fish on Commission Bill.
Committed. [25th April.

Southern Railway Bill.
Reported, with Amendments. [19th April.

Supply of Water in Bulk (No. 2) Bill.
Read Third Time. [20th April.

Unemployment Bill.
Reported. [25th April.

Water Supplies (Exceptional Shortage Orders) Bill.
Reported, with Amendments. [24th April.

West Gloucestershire Water Bill.
Read Second Time. [23rd April.

Workmen's Compensation Act (1925) Amendment Bill (Changed to Workmen's Compensation (Coal Mines) Bill).
Read Third Time. [20th April.

Questions to Ministers.

OLD CRIMINAL STATUTES.

Mr. HUTCHISON asked the Home Secretary if he is aware of the number of old criminal statutes still on the Statute Book and still enforceable, including various Acts affecting Sunday Observance and the Profane Oaths Act, 1745; and if he proposes to take steps to clear the Statute Book of obsolete statutes which are no longer of value.

Sir J. GILMOUR: It may be that the older criminal statutes contain some provisions which are now obsolete in form or substance, but there are other provisions the repeal of which would not command general assent. I do not think that the examination and revision of such statutes would offer practical advantages commensurate with the expenditure of time and trouble that would be involved. [19th April.

AFFILIATION ORDERS.

Mr. HALL-CAINE asked the Home Secretary whether his attention has been called to the recent case of Mr. John James Smith, in which it was decided that once an affiliation order has been made against an individual no court can revoke that portion of the order which judges a man to be the putative father of the child concerned, although the liability to maintain payments may be discharged; and whether he will consider the introduction of amending legislation to deal with this matter.

Sir J. GILMOUR: It had previously been decided by the courts that an adjudication of paternity in an affiliation order made by magistrates is not open to review after the time for appealing has expired. I propose to await the report of the Committee dealing, *inter alia*, with the enforcement of affiliation orders before coming to a decision as regards the desirability of legislation on the point. [19th April.

Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 1), 1934. DATED APRIL 11, 1934.

We the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. The following paragraph shall be inserted after paragraph (*d*) of Rule 16 of Order V, and shall stand as paragraph (*e*) of that Rule:—

"(*e*) The lodging of an undertaking in writing by the solicitor who applies for the issue of the warrant to pay the fees and expenses of the Marshal."

2. In paragraph (4) of Rule 9 of Order XI the words "verified by notarial certificate" shall be omitted.

3. In paragraph (1) of Rule 1 of Order XXII the words "after appearance" shall be inserted after the words "at any time."

4. The following paragraph shall be substituted for paragraph (4) of Rule 2 of Order XXII:—

"(4) A plaintiff in an action for libel or slander who takes money out of court may apply by summons to a Judge in Chambers for leave to make in open court a statement in terms approved by a Judge."

5. In Rule 8 of Order XXII the words "by notice in writing" shall be substituted for the words "by his pleading"; and the words "by his pleading" shall be inserted after the words "or if he pleads a tender may."

6. In Rule 2 of Order XXVIII the words "or where defence is delivered but no order for reply is made within ten days from delivery of the defence or the last of the defences" shall be omitted.

7. In paragraph (*c*) of Rule 1 of Order XXX the words "or to actions for infringement of a patent" shall be inserted after the words "has been ordered."

8. In paragraph (1) (*a*) of Rule 2 of Order XLIB the words "certified by a Notary Public or" shall be inserted after the words "translation of the judgment."

9. In Rule 16 of Order L the words "and taken before a person authorised to administer oaths" shall be omitted; and the word "guarantee" shall be substituted for the word "recognizance."

10. At the end of Rule 14 of Order LI the following words shall be added:—

"and a solicitor who takes out a commission for appraisement or sale shall file an undertaking to pay the fees and expenses of the Marshal if they are demanded."

11. In paragraph (1) of Rule 21A of Order LIIIA the words "under Rule 1 (*c*) or" shall be substituted for the words "by notice under."

12. In Rule 15 of Order LV the words "for substituted service and" shall be omitted from the first proviso to that Rule.

13. At the end of Rule 15A of Order LV the following proviso shall be added:—

"Provided that this Rule shall not apply to an order for general administration in a creditor's action for administration where there is *prima facie* evidence that the estate is insolvent."

14. Rule 4 of Order LX is hereby revoked.

15. In Rule 8A of Order LXI the words "bond or guarantee" shall be substituted for the words "recognizance or bond."

16. In Rule 18 of Order LXV the proviso at the end of the Rule shall be omitted and the following proviso shall be substituted therefor:—

"Provided that if within the seven years next preceding the date of the judgment or order under which a taxation is to take place there has been a former taxation in the same cause or matter or in a summons under Order LV, Rule 3 or 4, relating to the same estate or trust, the taxation shall go to the Taxing Master before whom the former taxation took place."

17. The following Rule shall be substituted for Rules 3 and 3A of Order LXVI (which are hereby revoked) and shall stand as Rule 3 of that Order:—

"3.—(1) Where by any provision of these Rules any document is required to be printed, that document may be either printed or reproduced by type lithography or stencil duplicating.

(2) The type to be used for such printing or other form of reproduction shall be type producing a clear and legible impression and shall be not smaller than small pica type for printing and not smaller than elite type for type lithography or stencil duplicating.

(3) Any other document required for use in any proceeding in the Supreme Court shall either be printed or reproduced as prescribed in the last two preceding paragraphs or shall be clearly and legibly written or type-written.

(4) The paper to be used for any pleading or petition of right shall be cream-wove tub-sized writing paper of durable quality of a substance not less than 32 lbs. per 1,000 sheets of foolscap 13½ inches by 16½ inches, and the paper to be used for any other such document shall be cream-wove tub-sized or hard-sized writing paper of durable quality of a substance not less than 26 lbs. per 1,000 sheets of such foolscap.

(5) The inner margins of any such document shall be about three-quarters of an inch wide and the outer margins about two inches and a half wide."

18. In paragraph (3) of Form 74A in Appendix K the words "affidavit of service" shall be substituted for the words "verification of a Notary Public."

19. The following Form shall be substituted for Form No. 21 in Appendix L (which is hereby revoked) and shall stand as Form No. 21 of that Appendix.

"21.

FORM OF GUARANTEE FOR THE ACTS AND DEFAULTS OF A RECEIVER.

In the High Court of Division.
Title of Action 19 . No. Re.....v.
.....
Guarantee for £
Annual Premium £

THIS GUARANTEE is made the day of 19 between (Receiver) of in the County of (hereinafter called "the receiver") of the first part, the above named the registered office of which is at in the County of (hereinafter called "the surety") of the second part and His Majesty King George V of the third part

WHEREAS by an Order of the Division of the High Court of Justice dated the day of 19 and made in the above-mentioned action the receiver has been appointed to receive (and manage) [*follow words of the Order*]. And it was Ordered that the receiver should give security to the satisfaction of the Judge on or before the day of 19

AND WHEREAS the surety has agreed at the request of the receiver to issue this guarantee in consideration of the annual premium above mentioned (the first payment of which the surety hereby acknowledges) which guarantee has been accepted by the Judge as a proper security pursuant to the said Order in testimony whereof one of the Masters of the Supreme Court (or a Registrar of the Companies Court or a District Registrar) has signed an allowance in the margin hereof

NOW THIS GUARANTEE WITNESSES as follows:—

1. The receiver and the surety hereby jointly and severally covenant with His Majesty the King and his successors that the receiver shall and will from time to time duly account for what he has already received since the date of the said order appointing him and shall hereafter receive or for what since the date of the said order appointing him he has or shall hereafter be or become liable to pay or account for as such receiver (and manager) as aforesaid including as well every sum of money or other property so received during the period for which he has been appointed as also every sum of money or other property so received in respect of any extended period for which he may be appointed and shall and will pay or deliver every such sum or property as the Court or a Judge thereof may direct.

2. PROVIDED ALWAYS that it is hereby mutually agreed as follows:—

(*a*) If the receiver shall not for every successive 12 months to be computed from the date of his appointment as such receiver as aforesaid or within 15 days after the expiration of such 12 months pay at the office of the surety the annual premium or sum of £ , then the surety shall be at liberty to apply by summons at chambers in the said action to be relieved from all further liability as such surety under this guarantee save and except in respect of any damage or loss occasioned by any act or default of the receiver in relation to his duties as such receiver (and manager) prior to the hearing and determination of such summons.

(*b*) A statement under the hand of any Master of the Supreme Court (or of a Registrar of the Companies Court or of a District Registrar) of the amount which the receiver is liable to pay and has not paid under this guarantee and that the loss or damage has been incurred through the act or default of the receiver shall be conclusive evidence in any action or information by His Majesty against the receiver and surety or either of them or by the surety against the receiver of the truth of the contents of such statement and shall constitute a binding charge not only against the receiver and his personal representatives but also against the surety and its funds and property without its being necessary for His Majesty to take any legal or other proceedings against the receiver for the recovery thereof and without any further or other proof being given in that behalf in any action to enforce this guarantee.

(*c*) The liability of the surety under this guarantee is limited to the sum of £ PROVIDED NEVERTHELESS that a Master of the Supreme Court (or a Registrar of the Companies Court or a District Registrar) may by his signature to the indorsement on this guarantee (in the form already printed thereon) reduce the said liability of the surety still further or (but only with the consent of the surety by an instrument in writing executed in the manner prescribed by its Articles of Association) increase such liability as may be necessary and upon such indorsement this guarantee shall continue in full force but in that case the premium shall be correspondingly reduced or increased.

3. It is hereby further agreed between the receiver and the surety as follows:—

(*a*) The receiver will on being discharged from his office or on ceasing to act as such receiver (and manager) as aforesaid forthwith give written notice thereof to the surety through the Post Office and also within seven days of such notice furnish to the surety free of charge an office copy of the order if any of the Judge discharging him.

(*b*) The receiver and his personal representatives shall and will at all times hereafter indemnify the surety and its property and funds against all loss damage costs and expenses which the surety or its funds or property may or might otherwise sustain by reason of the surety having executed this guarantee at his request.

IN WITNESS whereof the receiver has hereunder set his hand and seal and the surety has caused its Common Seal to be affixed the day of 19 .

In the matter of Increased liability

To be attached by way of Indorsement to Guarantee.

The liability of the surety under the within written guarantee has with the consent of the receiver and the surety been increased from £ to £ in respect of any acts or omissions to which the within written guarantee relates committed by the receiver subsequent to the date hereof the total liability of the surety in respect of both the within written guarantee and this indorsement being limited to the increased sum above stated.

Sealed with the seal of the receiver and also the Common Seal of the surety this day of 19 as evidence of such increased liability and the admission thereof by the receiver and the surety respectively.

Signed sealed and delivered by the Receiver in the presence of }

The Common Seal of the Surety was hereunto affixed in the presence of }

20. These Rules may be cited as the Rules of the Supreme Court (No. 1) 1934, and the Rules of the Supreme Court 1883,* shall have effect as amended by these Rules.

21.—(1) Paragraph (4) of Rule 3 of Order LXVI which Rule is substituted for Rules 3 and 3A of that Order by Rule 17 of these Rules shall come into operation on the 1st day of October, 1934.

(2) The remainder of these Rules shall come into operation on the 1st day of May, 1934.

Dated the 11th day of April, 1934.

Sankey, C.	*Rigby Swift*, J.
Hewart, C.J.	*A. C. Clauson*, J.
Hanworth, M.R.	*T. J. O'Connor.*
F. B. Merriman, P.	*A. W. Cockburn.*
F. H. Maugham, L.J.	*C. H. Morton.*
A. A. Roche, J.	*Roger Gregory.*

* S.R. & O. Rev. 1904, XII, Supreme Court, E. pp. 54–117 (printed as amended to Dec. 31, 1903).

THE LOCAL GOVERNMENT (COMPULSORY PURCHASE) REGULATIONS, 1934, DATED APRIL 11, 1934, MADE BY THE MINISTER OF HEALTH UNDER SECTIONS 160, 161, 168 AND 175 OF THE LOCAL GOVERNMENT ACT, 1933 (23 & 24 GEO. 5. C. 51).

Societies.

Middle Temple.

GRAND DAY.

Tuesday, 24th April, being Grand Day of the Easter Term at the Middle Temple, the Masters of the Bench entertained the following guests at dinner: The Italian Ambassador Signor Suvich (Italian Under-Secretary for Foreign Affairs), Lord Tomlin, Lord Wright, Sir John Simon, the Hon. Esmond Harmsworth, Sir John Eldon Bankes, the President of the Probate, Divorce and Admiralty Division, Mr. Justice Lawrence, Field-Marshal Sir William Birdwood, Major-General Sir Graham Bowman-Manifold, Major-General Sir Llewellyn Atcherley, Mr. Herbert Lightfoot Eason, Lieutenant-Colonel A. S. L. Farquharson, the Treasurer of Gray's Inn, Captain T. P. P. Powell, Mr. Henry N. Crouch, Mr. A. G. L. Gamlen, Mr. C. F. Lloyd, Mr. Richard Micklethwait, Mr. B. E. Dunbar Kilburn, Mr. G. H. Sankey, the Reader at the Temple Church, and the Under-Treasurer.

The following Masters of the Bench were present: The Treasurer (Mr. St. J. G. Micklethwait, K.C.), Judge Ruegg, K.C., the Marquess of Reading, Sir Ellis Hume-Williams, K.C., Mr. Justice Horridge, Lord Craigmyle, Judge Sir Alfred Tobin, K.C., the Lord Chancellor, Mr. L. De Gruyther, K.C., Mr. Edward Shortt, K.C., Mr. Holman Gregory, K.C., Sir Lynden Macassey, K.C., Sir Cecil Hurst, K.C., Mr. Heber Hart, K.C., Viscount Finlay, Mr. A. M. Dunne, K.C., Mr. Stuart Bevan, K.C., Mr. A. M. Sullivan, K.C., Judge Sir T. Artemus Jones, K.C., Sir Henry Curtis Bennett, K.C., Mr. W. E. Vernon, Judge Whiteley, K.C., Mr. W. Craig Henderson, K.C., Mr. J. D. Cassels, K.C., Sir Edward Tindal Atkinson, Mr. Walter Frampton, Sir Ian Macpherson, K.C., Mr. J. M. Paterson, Colonel Sir Henry Foster MacGeagh, K.C., Mr. C. W. Lilley, and Sir Thomas Molony, Bt.

Inns of Court.

CALLS TO THE BAR.

Wednesday, 25th April, was Call Night at the Inns of Court. The following were called:—

LINCOLN'S INN.

D. A. Ziegler, Certificate of Honour, Michaelmas, 1933, of Trinity College, Cambridge, B.A.; Ahmed Ibrahim Rahimtoola, of University College, London, and of Bombay University, B.A.; A. Fraser, a Cholmeley Student, Lincoln's Inn, of Queen's College, Oxford, B.A.

INNER TEMPLE.

J. A. C. R. Pieris, of Trinity College, Cambridge; S. G. G. Wilkinson, of New College, Oxford, B.A.; G. E. P. Thorneycroft, holder of a Profumo Prize awarded Michaelmas Term, 1933; H. S. Russell, of Merton College, Oxford, B.A.

MIDDLE TEMPLE.

Jessie M. Bowie, B.A. (Honours), of Bristol University; J. D. Gunewardena; A. B. McNulty, B.C.L. (Honours), of Magdalen College, Oxford; F. P. R. Mallows, B.A., of Christ's College, Cambridge; A. L. Rolls, B.A., of St. John's College, Cambridge; T. E. St. Johnston, B.A. (Honours), of C.C.C., Cambridge; W. A. C. Nicoll, of Christ's College, Cambridge; D. S. Senanayake, B.A., of C.C.C., Cambridge; H. E. Jones; H. Parker, M.A., of St. John's College, Cambridge; L. D. H. Palmer; R. Vibert; Hussanally Abdul Rahman.

GRAY'S INN.

J. Megaw, Inns of Court Studentship, Michaelmas, 1933, B.A., LL.B., St. John's College, Cambridge, Lord Justice Holker Junior Scholar, Gray's Inn, 1930, Lord Justice Holker Senior Scholar, Gray's Inn, 1933, Choate Memorial Fellow, Harvard University, 1931; E. Jenkins, Certificate of Honour, Hilary, 1934, LL.M., University of London, Hume Scholar, University of London, 1929 and 1931; S. T. Phillips, M.C., B.Com., University of London; C. H. A. Lewes, LL.B., University of London; C. Walker-Smith, M.A., Gon. and Caius College, Cambridge; G. A. Thomas, Undergraduate, University of London; J. B. Dowdall, B.A., Worcester College, Oxford; B. I. Sargon, B.A., LL.B., Bombay University, an Advocate of the High Court of Bombay.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Court Room, on Tuesday, 17th April (Chairman, Mr. B. W. Main), the subject for debate was: "That the case of *George Trollope & Sons* v. *Martyn Bros.* 50 T.L.R. 228 was wrongly decided." Mr. W. M. Pleadwell opened in the affirmative; Mr. M. Bull opened in the negative. Mr. H. E. Piffe-Phelps seconded in the affirmative: Mr. R. F. Gingell seconded in the negative. The following also spoke: Messrs. A. J. V. Bass, G. M. Parbury, H. Peck, M. C. Batten, E. Garber, P. H. North Lewis, R. Vibert, P. W. Iliff, S. Samson, H. E. Pim, N. A. M. Sitters, E. C. Durham, J. R. Campbell Carter. The opener having replied, and the Chairman having summed up, the motion was lost by one vote.

Legal Notes and News.

Honours and Appointments.

It is announced on behalf of the War Office and the Air Ministry that His Majesty the King has been pleased to approve the appointment of Colonel Sir HENRY F. MACGEAGH, K.B.E., T.D., K.C., to be Judge Advocate-General of His Majesty's Forces (Army and Royal Air Force), in succession to Sir Felix Cassel, Bt., K.C., who will retire in October next on the termination of his tenure of that office.

The India Office announces that the King has been pleased to approve the appointment of the following as Puisne Judges of the Allahabad High Court: Mr. BARTHOLD SCHLESINGER KISCH, I.C.S., in the vacancy which will occur on 14th May, owing to the appointment of Mr. Justice MOSS KING as Chief Judge of the Oudh Chief Court; and RAI BAHADUR THAKUR RACHHPAL SINGH, United Provinces Civil Service, in the vacancy which will occur on 29th July on the retirement of Sir Lal Topal Mukerji.

Mr. E. SMITH, Assistant Town Clerk and Solicitor of Hendon, has been appointed Town Clerk of Middleton, Lancashire, to succeed the late Mr. J. P. Walmsley. Mr. Smith was admitted a solicitor in 1927.

Mr. E. V. FINNIGAN, Senior Assistant Solicitor to Sunderland Corporation, has been appointed Town Clerk of Morley. Mr. Finnigan was admitted a solicitor in 1930.

Mr. T. G. Fendick, M.A., LL.B., Barrister-at-Law, has been recommended for appointment as Assistant Secretary to the Education Committee of Ealing Borough Council. Mr. Fendick was called to the Bar by the Middle Temple in 1932.

Professional Announcements.

(2s. per line.)

The Solicitors' Mortgage Society, Ltd. (formed by Solicitors for Solicitors), invites particulars of Funds, or Securities. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

CHANCERY OF LANCASHIRE.
NOTICE.

Fee on Proof of Debt.

The Vice-Chancellor has given directions that when a Proof of Debt in respect whereof a fee is payable is received by the Official Receiver or Liquidator in the winding-up of a company by the Palatine Court unstamped with the Palatine Court Fee Stamp of 1s. required by the Chancery of Lancaster (Court Fees) Order 1930, it is his duty to point out to the creditor that he has omitted to affix the proper stamp to it, and to inform him that in the absence of the stamp the proof cannot be dealt with as a Proof of Debt against the company, and that he must either obtain such stamp from one of the Registries of the Palatine Court and affix it or send 1s. to the Official Receiver or Liquidator to enable him to do so.

Companies (Winding-up) Stamps or Bankruptcy or Postage Stamps cannot be accepted.

INCOME-TAX SUMMONSES.

At the Mansion House Justice Room last Wednesday, says *The Times*, over 100 City workers were summoned for neglecting to pay income-tax. Only two appeared. In regard to the other cases, a new difficulty arose owing to the service of summonses by post. In the absence of any letter from a defendant acknowledging receipt of the summons, there was no legal proof of service, and as a result the case could not be proceeded with. The cases were accordingly marked as "Not served," and new summonses were issued, to be served by the police in the old way.

ACQUISITION OF LAND ACT.

Under s. 1 of the Acquisition of Land (Assessment of Compensation) Act, 1919, the Reference Committee for England and Wales (which consists of the Lord Chief Justice, the Master of the Rolls, and the President of the Chartered Surveyors Institution) have appointed Mr. Francis J. Kirby, F.S.I., of Liverpool, to be an official arbitrator for the purposes of the Act, in addition to Mr. John Willmot, P.P.S.I., and Mr. Hugh C. Webster, F.S.I.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in attendance on

Date.	Emergency Rota.	Appeal Court No. 1.	Group I. Mr. Justice Eve. Non-Witness.	Group I. Mr. Justice Bennett. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
April 30	More	Jones	Blaker	*Hicks Beach
May 1	Hicks Beach	Ritchie	Jones	*Blaker
,, 2	Andrews	Blaker	Hicks Beach	*Jones
,, 3	Jones	More	Blaker	Hicks Beach
,, 4	Ritchie	Hicks Beach	Jones	*Blaker
,, 5	Blaker	Andrews	Hicks Beach	Jones

Date.	Group II. Mr. Justice Crossman. Witness. Part II.	Mr. Justice Clauson. Witness. Part II.	Mr. Justice Luxmoore. Witness. Part I.	Mr. Justice Farwell. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
April 30	Jones	*More	*Ritchie	Andrews
May 1	*Hicks Beach	Ritchie	*Andrews	More
,, 2	Blaker	*Andrews	*More	Ritchie
,, 3	*Jones	More	*Ritchie	Andrews
,, 4	Hicks Beach	*Ritchie	Andrews	More
,, 5	Blaker	Andrews	More	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 10th May, 1934.

	Div. Months.	Middle Price 25 April 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	112¼	3 11 3	3 4 9
Consols 2½%	JAJO	79½	3 2 11	—
War Loan 3½% 1952 or after	JD	104⅞	3 6 9	3 3 1
Funding 4% Loan 1960-90	MN	113¼	3 10 8	3 4 9
Victory 4% Loan Av. life 29 years	MS	111¼	3 11 11	3 7 9
Conversion 5% Loan 1944-64	MN	116½	4 6 0	3 0 0
Conversion 4½% Loan 1940-44	JJ	111	4 1 1	2 10 0
Conversion 3½% Loan 1961 or after	AO	103½	3 7 8	3 6 1
Conversion 3% Loan 1948-53	MS	100	3 0 0	3 0 0
Conversion 2½% Loan 1944-49	AO	94⅜	2 12 9	2 18 9
Local Loans 3% Stock 1912 or after	JAJO	91½	3 5 7	—
Bank Stock	AO	364½	3 5 10	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	84	3 5 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	91	3 5 11	—
India 4½% 1950-55	MN	110	4 1 10	3 13 3
India 3½% 1931 or after	JAJO	91	3 16 11	—
India 3% 1948 or after	JAJO	79	3 15 11	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 15 0
Sudan 4% 1974 Red. in part after 1950	MN	108½	3 13 9	3 6 9
Tanganyika 4% Guaranteed 1951-71	FA	111	3 12 1	3 3 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 12 0
*Australia (Commonw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 9
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
*New South Wales 3½% 1930-50	JJ	99½	3 10 4	3 10 10
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	108	3 14 1	3 11 1
Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	102⅛	3 8 4	3 6 5
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	90½	3 6 4	—
Croydon 3% 1940-60	AO	96	3 2 6	3 4 7
Essex County 3½% 1952-72	JD	106	3 6 0	3 1 7
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	90	3 6 8	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	102	3 8 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	79	3 3 3	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	91	3 5 11	—
Manchester 3% 1941 or after	FA	91	3 5 11	—
Metropolitan Consd. 2½% 1920-49	MJSD	95	2 12 8	2 18 4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73	JJ	98	3 1 3	3 1 10
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 8
Do. do. 4½% 1950-70	MN	115	3 18 3	3 6 7
Nottingham 3% Irredeemable	MN	90	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 8 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	108½	3 13 9	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference	MA	110½	4 10 6	—
Southern Rly. 4% Debenture	JJ	105½	3 15 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	110½	4 10 6	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.